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COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Special Meeting -- Tuesday, January 11, 2005

at 10:00 A.M.

(Council Chambers -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Special Meeting -- Tuesday, January 11, 2005

TABLE OF CONTENTS

	Page
Communications From City Officers	40519
Reports Of Committees	40561
Committee On Finance	40561
Committee On Aviation	40997
Committee On Energy, Environmental Protection And Public Utilities	41003
Committee On Health	41006
Committee On Historical Landmark Preservation	41008
Committee On Housing And Real Estate	41010
Committee On License And Consumer Protection	41112
Committee On Traffic Control And Safety	41119
Committee On Transportation And Public Way	41173
Committee On Zoning	41231

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Special Meeting -- Tuesday, January 11, 2005

	Page
Agreed Calendar	41297
New Business Presented By Aldermen	41414
Traffic Regulations, Traffic Signs, Etc.	41415
Zoning Ordinance Amendments	41439
Claims	41440
Unclassified Matters	41447
Free Permits, License Fee Exemptions, Etc.	41493
Approval Of The Journal	41514
Unfinished Business	41514
Miscellaneous Business	41514

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Coleman, Ocasio, Allen, Levar.

Call To Order.

On Tuesday, January 11, 2005 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Flores, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Schulter, M. Smith, Moore, Stone -- 40.

Quorum present.

Pledge Of Allegiance.

Alderman Carothers led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Reverend DuWayne Hanke, Pastor of Bethel Reformed Church, opened the meeting with prayer.

Placed On File -- CALL FOR SPECIAL MEETING.

The Honorable James J. Laski, City Clerk, informed the City Council that the following call for a Special Meeting was filed in his office on Monday, January 3, 2005, at 2:49 P.M.:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 3, 2005.

Honorable James J. Laski
City Clerk
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

DEAR MR. LASKI -- I hereby call a Special Meeting of the City Council of the City of Chicago, to be convened at 10:00 A.M. on Tuesday, January 11, 2005, in the City Council Chamber of City Hall, for the following purposes and for no other purpose whatsoever:

1. Quorum roll call and invocation.
2. Reports and communications, including resolutions, from the Mayor and other City officers.
3. Reports of standing committees.
4. Reports of special committees.

5. Agreed Calendar.
6. Presentation of petitions, communications, resolutions, orders and ordinances by Aldermen.
7. Correction and approval of the *Journal of Proceedings* of the last preceding meeting or meetings.
8. Unfinished business.
9. Miscellaneous business.
10. Adjournment.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

***REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.***

Rules Suspended -- POLICE OFFICERS BABETTE S. ELARDE-HATZIS,
LOUIS MARRON, SUSAN M. O'CONNELL AND MEMBERS
OF ORGANIZED CRIME DIVISION HONORED
FOR GENEROSITY TO UNITED STATES
ARMED FORCES SERVING
IN IRAQ.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the generous aid to our troops in Iraq provided by the members of the Organized Crime Division of the Chicago Police Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The members of the Organized Crime Division of the Chicago Police Department wage a constant battle against gangs, guns and drugs to preserve the safety and quality of life of the citizens of Chicago; and

WHEREAS, When Chicago Police Officer Babette S. Elarde-Hatzis (Star Number 14574) of the Organized Crime Division learned last May that her son, Jonathan, a United States Marine, had been assigned to Iraq as part of the mission to achieve liberty and security for the region, she began sending him and his fellow soldiers bags of their favorite candies to make their tours of duty a little easier; and

WHEREAS, Officer Elarde-Hatzis encouraged her colleagues, themselves coping with the daily stress and danger of fighting crime in our city, to join her in sending care packages to American soldiers bravely carrying out their duties in Iraq under often harsh and perilous conditions while enduring the hardship of being separated from loved ones back home; and

WHEREAS, Organized Crime Division Police Officers Louis Marron (Star Number 12125), whose son Christopher and brother Alfredo are stationed in Iraq, and Susan M. O'Connell (Star Number 7383), whose cousins are also stationed in Iraq, learned of their fellow officer's effort, and jumped wholeheartedly into the project; and

WHEREAS, The members of the Organized Crime Division, some of whom also have family and friends on active military duty or are veterans themselves, responded generously to the earnest appeal of Officers Elarde-Hatzis, Marron and O'Connell by spending the next six months accepting and storing donations for the troops at the Chicago Police Department's Homan Square facility; and

WHEREAS, By November, the officers of the Organized Crime Division had collected Four Thousand Dollars in cash and thousands of dollars worth of donations from individuals and more than twenty corporations, including Dominick's Finer Foods and Del Rey Tortilla; and

WHEREAS, The police officers packed more than seven hundred boxes with donated snacks, tee shirts and personal items, together with holiday stockings filled with candies and chocolate chip cookies, hoping to send a little taste of home to more than three thousand American soldiers stationed in Iraq; and

WHEREAS, Included in the care packages were letters from students from eight Chicago-area schools expressing their heartfelt admiration for the servicemen and women, and reminding them that, as a girl named Carmelle of Budlong Elementary School in Chicago wrote, "You're a hero. People like you make America a wonderful place"; and

WHEREAS, Inspired by the soldiers' valiant efforts and tremendous dedication in the face of terrible adversities, the members of the Organized Crime Division enclosed their own letter in each gift package, assuring the troops that they are not forgotten and expressing their respect for the soldiers' courageous service and their gratitude for the heroic sacrifices the soldiers make each day; and

WHEREAS, A dozen officers and friends loaded the holiday gifts from the Homan Square police facility's garage into a truck donated by Keenan Transport, which took the packages to a military base in Wisconsin for shipment to the Middle East in early December; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby commend the members of the Organized Crime Division for their generosity to the American troops in Iraq and for their ongoing devotion to duty as guardians of the public welfare in the highest tradition of the Chicago Police Department; and

Be It Further Resolved, That we hereby join the Chicago Police Department's Organized Crime Division and all Chicagoans in thanking the men and women of the United States Armed Forces for their dedication, professionalism and personal sacrifice as heirs to the noble legacy of defending freedom and preserving peace at home and throughout the world; and

Be It Further Resolved, That suitable copies of this resolution be presented to Officer Babette S. Elarde-Hatzis, Officer Louis Marron and Officer Susan M. O'Connell as representatives of the Organized Crime Division of the Chicago Police Department, and placed in their personnel files, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, Rugai, Carothers, Mell and O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended appreciation to Police Officers Babette S. Elarde-Hatzis, Louis Marron, Susan M. O'Connell and fellow members of the Organized Crime Division of the Chicago Police Department for their public service to the people of Chicago and their support of the men and women of the United States Armed Forces serving in Iraq. Lauding the members of the Organized Crime Division as representatives of the Chicago Police Department's Motto "We Serve and Protect", Mayor Daley noted that such commitment to the welfare of others is exemplified not only in their response to emergencies which they confront daily, but by the selfless actions recently exhibited through their generous contributions and letters of encouragement to the members of the United States Military. Mayor Daley also stated that a debt of gratitude is owed to the many brave men and women of the United States Armed Forces for their dedication and personal sacrifice in service to our nation. After calling the City Council's attention to the presence in the visitors' gallery of the officers' families, Mayor Daley invited Police Officers Babette S. Elarde-Hatzis, Louis Marron and Susan M. O'Connell to the Mayor's rostrum where he offered his personal thanks and presented each with a parchment copy of the congratulatory resolution.

1/11/2005

SPECIAL MEETING

40523

Rules Suspended -- CHICAGO FIRE DEPARTMENT BATTALION
CHIEF JOSEPH MUSCOLINO HONORED FOR HEROIC
LIFE-SAVING RESCUE.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Battalion Chief Joseph Muscolino of the Chicago Fire Department and his exemplary conduct during the events of December 26, 2004.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, At 6:45 on the morning of Sunday, December 26, 2004, 14th Battalion Chief Joseph Muscolino of the Chicago Fire Department was driving home after work from the firehouse at 2100 South Hamlin Avenue, when he noticed heavy smoke in the sky and followed it to the 6200 block of South Parkside Avenue; and

WHEREAS, Pulling up in front of a burning apartment building and seeing no fire companies yet on the scene, Chief Muscolino used his cell phone to notify the City's Office of Emergency Management and Communications and request a full fire and emergency medical unit response to the scene; and

WHEREAS, Faced with the grim knowledge that fire can spread with astonishing speed, that people were certain to be asleep inside the building, and that the apartment buildings on either side of the stricken structure were at risk of catching fire themselves, Chief Muscolino sprang into action; and

WHEREAS, Chief Muscolino forcefully broke down the front door, then ran inside and began alerting residents of the fire and helping them out of the building; and

WHEREAS, After seeing an injured woman come down from an upper floor, Chief Muscolino was told that another person was still upstairs. Ignoring the considerable risk, he immediately ran upstairs into the blinding smoke and blistering heat, but then he heard glass shattering and knew that the person had jumped out through a window; and

WHEREAS, After making sure an ambulance had been dispatched to the scene, Chief Muscolino then ran to the building next door to alert and evacuate the occupants, as the fast-spreading flames were becoming an increasing threat; and

WHEREAS, In response to the growing fire, additional units and fire fighters raced to the scene to extinguish the blaze and search for potential victims; and

WHEREAS, Once the fire was extinguished and all people accounted for, the courageous actions of Chief Muscolino were thrown into sharp relief, for only two people were treated for smoke inhalation and lacerations on the scene, then taken to the hospital with serious but not life-threatening injuries; and

WHEREAS, Had Chief Muscolino not come upon the fire in its earliest stages, and had he not acted quickly and decisively to enter the burning structure and evacuate the occupants, this fire would have led to a tragic result; and

WHEREAS, The courage and skill displayed by Chief Muscolino, even under the most dangerous conditions, characterize the professionalism and commitment emblematic of the highest traditions of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby honor Battalion Chief Joseph Muscolino for his quick thinking and heroic rescue; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Battalion Chief Joseph Muscolino, and placed in his personnel file, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Zalewski and Carothers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone-- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed gratitude and appreciation to Chicago Fire Department 14th Battalion Chief Joseph Muscolino for his heroic, live-saving rescue. Citing the rescue as representative of the heroic yet too often unrecognized actions of the city's uniformed services, Mayor Daley hailed Battalion Chief Joseph Muscolino for his discipline, professionalism and valor and declared such extraordinary public service as representative of the best of the Chicago Fire Department. After recognizing the presence in the visitors' gallery of Battalion Chief Muscolino's family, Mayor Daley invited Battalion Chief Joseph Muscolino to the Mayor's rostrum where he conveyed his personal congratulations and presented him with a parchment copy of the congratulatory resolution.

Referred -- APPOINTMENT OF MR. WINSTON MARDIS AS MEMBER
AND CHAIRMAN OF CHICAGO CABLE COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Winston Mardis as a member and chairman of the Chicago Cable Commission for a term effective immediately and expiring March 12, 2008, to succeed Reverend Harry B. Gibson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. HELEN C. LEE AS
MEMBER OF CHICAGO CABLE COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

1/11/2005

SPECIAL MEETING

40527

LADIES AND GENTLEMEN -- I have appointed Helen C. Lee as a member of the Chicago Cable Commission for a term effective immediately and expiring March 12, 2009, to succeed Herman H. Wong, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. MARY O'NEILL AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of the Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Mary O'Neil as a member of the Southwest Home Equity Commission II for a term effective immediately and expiring June 28, 2007, to succeed Lona Lane, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. PAUL VOLPE AS MEMBER
AND CHAIRMAN OF CHICAGO EMERGENCY
TELEPHONE SYSTEM BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Police and Fire*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Paul Volpe as a member and chairman of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2005, to succeed Brian Murphy, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. MICHAEL CALLAHAN
AS MEMBER OF CHICAGO EMERGENCY
TELEPHONE SYSTEM BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of the Council Rule 43), *Referred to the Committee on Police and Fire*:

1/11/2005

SPECIAL MEETING

40529

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Michael Callahan as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2009.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. WILLIAM J. BRAASCH
AS MEMBER AND CHAIRMAN OF ILLINOIS
INTERNATIONAL PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed William J. Braasch as a member and chairman of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred --REAPPOINTMENT OF REVEREND DANIEL ALVAREZ, SR.
AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of the Council Rule 43), *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Reverend Daniel Alvarez, Sr. as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/11/2005

SPECIAL MEETING

40531

Referred -- APPOINTMENT OF MR. CHARLES R. BOWEN
AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Charles R. Bowen as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2009, to succeed Jesse L. Miller, Jr., whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred --REAPPOINTMENT OF MR. SAMUEL L. EVANS, JR.
AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of the Council Rule 43), *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Samuel L. Evans, Jr. as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 17, VARIOUS SECTIONS
OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE).

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

1/11/2005

SPECIAL MEETING

40533

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance concerning text amendments to Title 17 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH AND WAIVER OF CERTAIN PERMIT FEES FOR MADDEN
WELLS PHASE 1B ASSOCIATES LIMITED PARTNERSHIP FOR
ACQUISITION, EQUIPPING AND CONSTRUCTION OF
AFFORDABLE HOUSING WITHIN MADDEN/
WELLS TAX INCREMENT FINANCING
REDEVELOPMENT
PROJECT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith and ordinance authorizing the execution of a loan agreement for Madden Wells Phase 1B Associates L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF FINCH LIMITED PARTNERSHIP AS
PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR CONSTRUCTION OF RETAIL
AND PROFESSIONAL SERVICES SHOPPING
CENTER WITHIN 69TH/ASHLAND
REDEVELOPMENT
PROJECT AREA.

The Honorable Richard M. Daley, Mayors, submitted the following communication which was together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Finch Limited Partnership concerning property located at the 6900 block of South Ashland Avenue and South Marshfield Avenue.

1/11/2005

SPECIAL MEETING

40535

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF MADDEN WELLS 1B ASSOCIATES
LIMITED PARTNERSHIP AS PROJECT DEVELOPER AND
AUTHORIZATION FOR EXECUTION OF REDEVELOP-
MENT AGREEMENT FOR CONSTRUCTION OF
MIXED-INCOME HOUSING WITHIN
NORTH KENWOOD/OAKLAND
CONSERVATION AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development and the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Madden Wells Phase 1B Associates L.P.

Your favorable consideration of this a ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF RALPH'S GROCERY COMPANY, DOING
BUSINESS AS FOOD 4 LESS MIDWEST, AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR CONSTRUCTION
OF GROCERY STORE AND PARKING
FACILITY WITHIN 69TH/ASHLAND
REDEVELOPMENT
PROJECT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Food 4 Less concerning property located at the 7000 block of South Ashland Avenue and South Marshfield Avenue.

1/11/2005

SPECIAL MEETING

40537

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SEWER SERVICE
AGREEMENT WITH VILLAGE OF NORRIDGE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of a sewer service agreement with the Village of Norridge.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTER-
GOVERNMENTAL AGREEMENT WITH DU PAGE
WATER COMMISSION FOR DONATION
OF LEAD SERVICE PIPES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the DuPage Water Commission concerning an equipment donation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2005 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS TO DEPARTMENT OF PUBLIC HEALTH.

The Honorable Richard M. Daley, Mayor, submitted the following communication

1/11/2005

SPECIAL MEETING

40539

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR XXXI COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE TO PROVIDE FUNDING FOR
PUBLIC SERVICE PROJECTS ADMINISTERED
BY VARIOUS MUNICIPAL AGENCIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an adjustment to the Year XXXI C.D.B.G. ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTER-
GOVERNMENTAL MUTUAL AID AGREEMENT WITH
LOCAL GOVERNMENTAL PUBLIC HEALTH
UNITS FOR ESTABLISHMENT OF
ILLINOIS PUBLIC HEALTH
MUTUAL AID SYSTEM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

1/11/2005

SPECIAL MEETING

40541

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Health, I transmit herewith an ordinance authorizing the execution of a mutual aid agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INSTALLATION
OF WATER MAINS AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed orders transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith various water main orders.

Your favorable consideration of these orders will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 1 TO
IRVING PARK/KEDZIE REDEVELOPMENT PLAN FOR
ACQUISITION OF PROPERTIES ON PORTIONS
OF NORTH KEDZIE AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of property located at 3206 and 4014 -- 4038 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
420 NORTH WALLER AVENUE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT
WITH WALLER DEVELOPMENT, L.L.C. FOR
CONSTRUCTION OF AFFORDABLE
HOUSING UNDER NEW HOMES
FOR CHICAGO PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication

1/11/2005

SPECIAL MEETING

40543

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of city-owned property at 420 North Waller Avenue to Waller Development, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED
SALE OF CITY-OWNED PROPERTY AT 5516 SOUTH
MARSHFIELD AVENUE TO MS. JUANITA JONES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance repealing a prior authorization for a sale of property located at 5516 South Marshfield Avenue to Juanita Jones.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/11/2005

SPECIAL MEETING

40545

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE
AGREEMENTS AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2005.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

The Honorable James J. Laski, City Clerk, informed the City Council that the following document has been filed in his office:

Placed On File -- PROPOSED AMENDMENT NUMBER 1
TO REDEVELOPMENT PLAN FOR FULLERTON/
MILWAUKEE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Ms. Magali Matarazzi, Assistant Corporation Counsel, under the date of December 30, 2004, transmitting the proposed Amendment Number 1 to the Redevelopment Plan for the Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on December 15, 2004 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 10, 2005 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on December 15, 2004, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

*Authorization For Imposition Of Tax Levy And
Approval Of Year 2005 Budget For
Special Service Area Number 25.*

The City Clerk informed the City Council that an ordinance authorizing the Imposition of a Tax Levy and Approval of the Year 2005 Budget for Special Service

Area Number 25 which was considered by the City Council on December 15, 2004, and which was requested to be published in pamphlet form, was published in pamphlet form on December 17, 2004 by being printed in full text in a special pamphlet copy.

**Miscellaneous Communications, Reports, Et Cetera,
Requiring Council Action (Transmitted To
City Council By City Clerk).**

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.*

Applications (in duplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Aberdeen L.L.C. -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-1 Restricted Manufacturing District and further, to classify as a Residential Planned Development instead of a B2-5 Neighborhood Mixed-Use District the area shown on Map Number 8-G bounded by:

the alley next north of and parallel to West 35th Street; a line 511.0 feet east of and parallel to South Aberdeen Street; and West 35th Street and South Aberdeen Street.

ACP Enterprises of Chicago, L.L.C. -- to classify as an RT-4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 1-I bounded by:

West Washington Boulevard; a line 500.70 feet east of North Campbell Avenue; the alley south and parallel to West Washington Boulevard; and a line 524.70 feet east of North Campbell Avenue.

Mr. Ted Athans, in care of Gordon & Pikarski -- to classify as an RM5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District and further, to classify as a Residential Planned Development instead of an RM5 Residential Multi-Unit District the area shown on Map Number 14-N bounded by:

West 62nd Place; a line 285.59 feet west of and parallel to South Sayre Avenue; West 63rd Street; and South Gullikson Road.

Atlantic Plumbing, Inc., in care of Mr. James J. Banks -- to classify as a B3-2 Community Shopping District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-I bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 50 feet west of and parallel to North Francisco Avenue; West Belmont Avenue; and a line 146 feet west of and parallel to North Francisco Avenue.

Baleya Builders & Developers, L.L.C. -- to classify as an RS3 Residential Single-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-G bounded by:

the alley next north of and parallel to South Throop Street; a line 146 feet west of and parallel to West 32nd Place; a line 122 feet west of and parallel to West 32nd Place; and South Throop Street.

Bloomhill Homes, Inc. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-I bounded by:

North California Avenue; a line 50 feet north of and parallel to West Barry Avenue; the alley next east of and parallel to North California Avenue; and West Barry Avenue.

BMT-I, L.L.C., on behalf of the Chicago Housing Authority -- to classify as a Residential Planned Development instead of an RT-4 General Residence District the area shown on Map Number 1-H bounded by:

West Lake Street; North Wood Street; North Wolcott Avenue; and West Washington Boulevard.

Mr. Tony Cazares, in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 9-O bounded by:

a line 122.61 feet south of and parallel to West Waveland Avenue; North Harlem Avenue; a line 367.83 feet south of and parallel to West Waveland Avenue; and a line 131.57 feet west of and parallel to North Harlem Avenue.

Celebrity Development L.L.C. -- to classify as a B3-4 Community Shopping District instead of a C2-1 Motor Vehicle Related Commercial District the area shown on Map Number 11-J bounded by:

North Central Park Avenue; West Montrose Avenue; a line 95.97 feet east of and parallel to North Central Park Avenue; and the alley next south of and parallel to West Monroe Avenue.

Con Moore -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a B1-1 Neighborhood Shopping District and an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-H bounded by:

the public alley next north of and parallel to West 91st Street; a line 375 feet west of and parallel to South Paulina Street (or a line 45.50 feet east of the east line of South Beverly Avenue, as measured along the north line of West 91st Street); West 91st Street; South Beverly Avenue; a line 49 feet north of the north line of West 91st Street (as measured along the east line of South Beverly Avenue); and the east line of the C.R.I. & P. Railroad right-of-way line.

Mr. Rusty Dachniwskyj, in care of Mr. James J. Banks -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-G bounded by:

West Blackhawk Street; North Ada Street; a line 145 feet east of and parallel to North Noble Street; the alley next south of and parallel to West Blackhawk Street; and North Noble Street.

D & E Homes L.L.C., in care of Mr. James J. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit District the area shown on Map Number 20-D bounded by:

a line 161.43 feet south of and parallel to East 80th Street; South Kimbark Avenue; a line 211.43 feet south of and parallel to East 80th Street; and the alley next west of and parallel to South Kimbark Avenue.

D & E Homes L.L.C., in care of Mr. James J. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit District the area shown on Map Number 20-D bounded by:

a line 236.60 feet south of and parallel to East 80th Street; South Avalon Avenue; a line 286.60 feet south of and parallel to East 80th Street; and the alley next west of and parallel to South Avalon Avenue.

Mr. Juan Diaz, in care of Mr. James J. Banks -- to classify as a C2-3 Motor Vehicle Commercial District instead of a C2-2 Motor Vehicle Commercial District the area shown on Map Number 3-H bounded by:

a line 23.28 feet south of and parallel to West Hirsch Street; the alley next east of and parallel to North Western Avenue; a line 71.28 feet south of and parallel to West Hirsch Street; and North Western Avenue.

Mr. Juan Diaz, in care of Mr. James J. Banks -- to classify as a C2-3 Motor Vehicle Commercial District instead of a C2-2 Motor Vehicle Commercial District the area shown on Map Number 3-H bounded by:

a line 239.28 feet south of and parallel to West Hirsch Street; the alley next east of and parallel to North Western Avenue; a line 431.28 feet south of and parallel to West Hirsch Street; and North Western Avenue.

Mr. Juan Diaz, in care of Mr. James J. Banks -- to classify as a C2-3 Motor Vehicle Commercial District instead of a C2-1 Motor Vehicle Commercial District the area shown on Map Number 3-H bounded by:

a line 264.21 feet north of and parallel to North LeMoyne Street; the alley next east of and parallel to North Western Avenue; a line 192 feet north of and parallel to West LeMoyne Street; and North Western Avenue.

Mr. Richard Gabrel -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-L bounded by:

West Addison Street; a line 238.52 feet west of and parallel to North Laramie Avenue; the alley next south of and parallel to West Addison Street; and a line 288.52 feet west of and parallel to North Laramie Avenue.

Mr. Mitch Gaj, in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 5-I bounded by:

West Wabansia Avenue; the alley next east of and parallel to North Campbell Avenue; a line 25 feet south of and parallel to West Wabansia Avenue; and North Campbell Avenue.

Mr. Mitch Gaj, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

a line 200 feet south of and parallel to West Wabansia Avenue; North Artesian Avenue; a line 225 feet south of and parallel to West Wabansia Avenue; and the alley next west of and parallel to North Artesian Avenue.

Galewood SLF Associates, L.P. -- to classify as a C2-5 Motor Vehicle-Related Commercial District instead of a C2-1 Motor Vehicle-Related Commercial District and further, to classify as a Residential Planned Development instead of a C2-5 Motor Vehicle-Related Commercial District the area shown on Map Number 5-N bounded by:

West Grand Avenue (otherwise known as West Fullerton Avenue); North Newcastle Avenue; the east/west alley next south of and parallel to West Grand Avenue; and a line approximately 143.9 feet west of and parallel to North Newcastle Avenue.

Gillespie Properties, L.L.C., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 16-I bounded by:

West Marquette Road; South Western Avenue; a line 325 feet south of and parallel to West Marquette Road; and the alley next west of and parallel to South Western Avenue.

Mr. Romeo Iusco -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 9-H bounded by:

North Ravenswood Avenue; a line commencing 275.29 feet south of West Addison Street and perpendicular to North Ravenswood Avenue; a line commencing 258.72 feet south of West Addison Street and perpendicular to North Lincoln Avenue; North Lincoln Avenue; a line commencing 283.72 feet south of West Addison Street and perpendicular to North Lincoln Avenue; and a line commencing 300.29 feet south of West Addison Street and perpendicular to North Ravenswood Avenue.

Thomas and Stella Koikas, in care of Mr. James J. Banks -- to classify as a B3-2 Community Shopping District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 5-N bounded by:

a line 200 feet south of and parallel to West Cortland Street; the alley next east of and parallel to North Harlem Avenue; a line 250 feet south of and parallel to West Cortland Street; and North Harlem Avenue.

MCM Properties, Inc., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 3-H bounded by:

a line 71.28 feet south of and parallel to West Hirsch Street; the alley next east of and parallel to North Western Avenue; a line 119.28 feet south of and parallel to West Hirsch Street; and North Western Avenue.

MCM Properties, Inc., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 5-G bounded by:

a line 113.57 feet south of the intersection of West Wabansia Avenue and North Bosworth Avenue, as measured at the west right-of-way line of North Bosworth Avenue and perpendicular thereto; North Bosworth Avenue; a line 435.05 feet north of and parallel to West North Avenue; the alley next west of and parallel to North Bosworth Avenue; a line 452 feet north of and parallel to West North Avenue; and a line 109 feet east of and parallel to North Ashland Avenue.

MCM Properties, Inc., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a RS3 Residential Single-Unit District and a B3-2 Community Shopping District the area shown on Map Number 5-H bounded by:

West Webster Avenue; a line from a point 96 feet east of the intersection of North Damen Avenue and West Webster Avenue, as measured at the south right-of-way line of West Webster Avenue to a point 120.94 feet east of North Damen Avenue and 22 feet south of West Webster Avenue; a line from a point 120.94 feet east of North Damen Avenue and 22 feet south of West Webster Avenue to a point 120.94 feet east of North Damen Avenue and 28.82 feet south of West Webster Avenue; a line from a point 120.94 feet east of North Damen Avenue and 28.82 feet south of West Webster Avenue to a point 221.75 feet east of North Damen Avenue and the north right-of-way line of the alley next south of and parallel to West Webster Avenue; the alley next south of and parallel to West Webster Avenue; and North Damen Avenue.

Mr. Thomas McNamara, in care of Gordon & Pikarski -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an R3 General Residence District the area shown on Map Number 3-G bounded by:

West Augusta Street; North Greenview Avenue; the alley next south of West Augusta Street; and a line 24 feet west of and parallel to North Greenview Avenue.

McVan Development, L.L.C. -- to classify as an RT-4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 1-I bounded by:

West Warren Boulevard; a line 183.00 feet west of North Western Avenue; the alley south and parallel to West Warren Boulevard; and a line 208 feet west of North Western Avenue.

MSM Elevation, L.L.C., in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit District the area shown on Map Number 1-G bounded by:

the alley next north of and parallel to West Ohio Street; a line 144 feet east of and parallel to North Elizabeth Street; West Ohio Street; and a line 120 feet east of and parallel to North Elizabeth Street.

Newport Builders Inc. -- to classify as a DX-10 Downtown Mixed-Use District instead of a DX-5 Downtown Mixed-Use District and further, to classify as a Residential Business Planned Development instead of a DX-10 Downtown Mixed-Use District the area shown on Map Number 1-F bounded by:

the alley next north of and parallel to West Erie Street; the alley next east of and parallel to North Franklin Street; West Erie Street; and North Franklin Street.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-H bounded by:

the east/west public alley north of and parallel to West Warren Avenue; a line 90 feet east of and parallel to South Hoyne Avenue; West Warren Avenue; and a line 60 feet east of and parallel to South Hoyne Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-3 Community Shopping District the area shown on Map Number 1-H bounded by:

the east/west public alley north of and parallel to West Warren Avenue; a line 240 feet east of and parallel to South Hoyne Avenue; West Warren Avenue; and a line 150 feet east of and parallel to South Hoyne Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of a C1-3 Community Shopping District the area shown on Map Number 2-H bounded by:

West Adams Street; a line 270.12 feet west of and parallel to South Oakley Avenue; a line 121.00 feet south of and parallel to West Adams Street running west for 4 feet; a line 274.12 feet west of and parallel to South Oakley Avenue; the east/west public alley south of and parallel to West Adams Street; and a line 297.12 feet west of and parallel to South Oakley Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 2-H bounded by:

the east/west public alley north of and parallel to West Madison Street; a line 119.58 feet west of and parallel to South Hoyne Avenue; West Madison Street; and a line 239.23 feet east of and parallel to South Hoyne Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-H bounded by:

the east/west public alley north of and parallel to West Madison Street; a line 309.94 feet east of and parallel to South Leavitt Street; West Madison Street; and a line 107.79 feet east of and parallel to South Leavitt Street.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

the east/west public alley north of and parallel to West Flournoy Street; a line 150 feet west of and parallel to South Campbell Avenue; West Flournoy Street; and a line 335.16 feet west of and parallel to South Campbell Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

West Harrison Street; South Campbell Avenue; the east/west public alley south of and parallel to West Harrison Street; and a line 25 feet west of and parallel to South Campbell Avenue.

New West Homes, L.L.C., in care of Mr. Ted Mazola -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

West Harrison Street; a line 25 feet east of and parallel to South Maplewood Avenue; the east/west public alley south of and parallel to West Harrison Street; and South Maplewood Avenue.

O'Flaherty Management, L.L.C. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

West Foster Avenue; North Paulina Street; the alley next south of and parallel to West Foster Avenue; and a line 96.45 feet west of and parallel to North Paulina Street;

Jamie and Janet Ponce, in care of Mr. James J. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 7-N bounded by:

a line 198.15 feet north of and parallel to West Diversey Avenue; the alley next east of and parallel to North Rutherford Avenue; the alley next north of and parallel to West Diversey Avenue; and North Rutherford Avenue.

Bartlomiej Przyjemski, in care of Mr. James J. Banks -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-O bounded by:

a line 250 feet north of and parallel to West Wellington Avenue; North Harlem Avenue; a line 200 feet north of and parallel to West Wellington Avenue; and the alley next west of and parallel to North Harlem Avenue.

Andrzej Rogowski, in care of Mr. James J. Banks -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

West Huron Street; a line 225 feet west of and parallel to North Armour Street; the alley next south of and parallel to West Huron Street; and a line 250 feet west of and parallel to North Armour Street.

Safeway Keeler, Inc., in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 2-K bounded by:

the alley next north of and parallel to West Roosevelt Road; South Keeler Avenue; West Roosevelt Road; and a line 133 feet west of and parallel to South Keeler Avenue.

Saliers Development Inc. -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing District the area shown on Map Number 5-I bounded by:

North Campbell Avenue; a line 158.40 feet south of and parallel to West Bloomingdale Avenue; the alley next west of and parallel to North Campbell Avenue; and a line 38 feet south of and parallel to West Bloomingdale Avenue.

Smithfield Properties XX, L.L.C. -- to classify as a Residential-Business Planned Development Number ____ instead of a DX-16 Downtown Mixed-Use District the area shown on Map Number 1-E bounded by:

East Benton Place; the alley next east of North State Street; East Randolph Street; and North State Street.

Sterling Park Development, L.L.C., in care of Mr. James J. Banks -- to classify as a Residential Planned Development Number ____ instead of a Residential-Business Planned Development Number 535 the area shown on Map Number 2-J bounded by:

West Polk Street; a line 370.19 feet east of and parallel to South Spaulding Avenue; West Arthington Street; South Kedzie Avenue; the north right-of-way line of the B.& O.C.T. Railroad; a line 307.82 feet east of and parallel to South Homan Avenue; a line 179.02 feet south of and parallel to West Arthington Street; a line 291.57 feet east of and parallel to South Homan Avenue; a line 164.7 feet south of and parallel to West Arthington Street; a line 242.07 feet east of and parallel to South Homan Avenue; a line 184.94 feet south of and parallel to West Arthington Street; a line 101.98 feet east of and parallel to South Homan Avenue; a line 175.81 feet south of and parallel to West Arthington Street; South Homan Avenue; a line 124.89 feet north of and parallel to West Arthington Street; and South Spaulding Avenue.

Winthrop Properties -- to classify as a Residential-Business Planned Development instead of a DX-5 Downtown Mixed-Use District and DS-3 Downtown Service District the area shown on Map Number 2-H bounded by:

West Monroe Street; the alley parallel to and east of South Morgan Street; West Adams Street; and South Morgan Street.

Woodlawn Development L.L.C. -- to classify as a DX-12 Downtown Mixed-Use District instead of a DX-7 Downtown Mixed-Use District and further, to classify as a Residential-Business Planned Development instead of a DX-12 Downtown Mixed Use District the area shown on Map Number 1-F bounded by:

West Ohio Street; North Franklin Street; the alley next south of and parallel to West Ohio Street; and North Orleans Street.

1416 -- 1426 West Fullerton, L.L.C. -- to classify as a B4-3 District instead of a B4-2 District the area shown on Map Number _____ bounded by:

West Fullerton Avenue; North Janssen Avenue; the public alley next north of and parallel to West Fullerton Avenue; and a line 125 feet east of and parallel to North Janssen Avenue.

1440 -- 1444 West Fullerton, L.L.C. -- to classify as a B4-3 District instead of a B4-2 District the area shown on Map Number _____ bounded by:

West Fullerton Avenue; a line 125 feet west of and parallel to North Janssen Avenue; the public alley next north of and parallel to West Fullerton Avenue; and a line 50 feet west of and parallel to North Janssen Avenue.

2301 South Wabash Development Corp. -- to classify as a Residential Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 6-E bounded by:

East 23rd Street; the north/south public alley next east of and parallel to South Wabash Avenue; the east/west public alley next south of and parallel to East 23rd Street; and South Wabash Avenue.

2301 South Wabash Development Corp. -- to classify as a DS-4 Downtown Service District instead of a DS-3 Downtown Service District and further, to classify as a Residential Planned Development instead of a DS-4 Downtown Service District the area shown on Map Number 6-E bounded by:

a line 149.69 feet north of and parallel to East 24th Street; South Wabash Avenue; East 24th Street; and the north/south public alley next west of and parallel to South Wabash Avenue.

2427 Touhy Avenue, L.L.C. -- to classify as an Institutional Planned Development instead of Institutional Planned Development Number 631 the area shown on Map Number 17-I bounded by:

West Touhy Avenue; a line 187.60 feet west of North Western Avenue; the 16 foot public alley; a line 346.0 feet west of and parallel to North Western Avenue; West Fitch Avenue; and a line 575.86 feet west of and parallel to North Western Avenue.

2627 North Kimball Condominium Association -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit District the area shown on Map Number 7-J bounded by:

a line 288.50 feet north of and parallel to West Wrightwood Avenue; the north/south alley east of and parallel to North Kimball Avenue; a line 248.50 feet north of and parallel to West Wrightwood Avenue; and North Kimball Avenue.

2747 -- 2749 North Spaulding Avenue Condominium Association -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 7-J bounded by:

a line 198.50 feet northeast of and parallel to North Milwaukee Avenue; the northeast/southwest alley east of and parallel to North Spaulding Avenue; and the southeast, northwest alley north of and parallel to North Milwaukee Avenue.

4900 Kenmore L.L.C. -- to classify as an Institutional Planned Development instead of an RT4 Residential Planned Development the area shown on Map Number 13-G bounded by:

a line 100 feet north of and parallel to West Ainslie Street; North Kenmore Avenue; West Ainslie Street; and the north/south public alley west of and parallel to North Kenmore Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Air-Rite Heating and Cooling, Inc. and Colleen T. Trzaska, Alam Syed A.;

Bailey and Brill, L.L.C., Bianco Catalina A.;

Case Scott A., Coleman Evita R.;

Desuze Sonaya;

Ferry Mark, Field Jerry J., Fischer Judith L., Fligelman Iris Y.;

Gheida Ulla M., Goldstein Jeannie I., Greco Mario F., Gross Troy A., Grover-Webb Krystal J., Guillen Gabriela M., Gunther Peter;

Hardt David A., Hawthorne Sedora M.;

Jones Kenneth;

King Rian;

Laughlin Timothy J., Lisle Carol P., Love Rickell S., Lymas Nora;

Maple-Owens Karis A., Martinez Jose F., McMullen Thomas;

Nathan Marcus D., Nordhem William B.;

Oberg Cecelia M., Olson Kelly A.;

Parra Melinda, Perez Elsie, Pigott Jennifer L.;

Rivera Betty;

Salasche Laurence N., Schabow Tom R., Schultz Timothy J., Sedgwick CMS and Church of Jesus Christ of Latter Saints, Shanklin Lorraine, Shephard Floyd, Sisters of Providence/Sister Janice Ostrowski, Smith Wanda E., State Farm Insurance Company and Judith E. Johnson, Stochmalski Agata, Strzepek David L.;

Thomas Jerome K., Tillis Theophilus A.;

Uspensky Dennis;

Varela Estelle M., Village of Oak Park/Nanette Kennedy, Claims Administrator;

Williams Darryl J.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF MILWAUKEE-DIVERSEY-
KIMBALL DISTRICT AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of December 23, 2004, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Milwaukee-Diversey-Kimball District consisting of buildings located generally at intersection of North Milwaukee Avenue, West Diversey Avenue and North Kimball Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF NEWPORT AVENUE
DISTRICT AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of December 27, 2004, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Newport Avenue District at 814 -- 938 and 815 -- 949 West Newport Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF TITLE 2, CHAPTER 32 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 515
ENTITLED "INVESTMENT POLICY".

The Committee on Finance submitted the following report:

CHICAGO, January 10, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing amendment of Chapter 2-32 of the Municipal Code of the City of Chicago regarding investment policy, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution of 1970 and, as such, may exercise any power and function pertaining to its government and affairs; and

WHEREAS, Chapter 2-32 of the Municipal Code of Chicago (the "Code") dictates the classes of investments securities in which the City Comptroller and City Treasurer may invest the funds of the City and establishes restrictions on the sale of or borrowing against City investments; and

WHEREAS, On February 7, 2001, the City Council passed an ordinance entitled "Approval of Statements of Policy and Guidelines for Investment of City Funds" (*Journal of the Proceedings of the City Council of the City of Chicago*, appearing on pages 50909 to 50920) that approved an investment policy and

required the Treasurer to seek approval from the City Council for any changes to the policy. The investment policy has not been changed since its passage; and

WHEREAS, Subsequent to the passage of the "Approval of Statements of Policy and Guidelines for Investment of City Funds" ordinance, the City Council enacted amendments to Chapter 2-32 of the Code pertaining to investments of public funds that created variances between the current investment policy and the subsequently enacted amendments; and

WHEREAS, The City Council has determined that, notwithstanding any state law to the contrary, it is more expeditious for the City Treasurer to adopt a written investment policy for the investment of public funds consistent with the provisions of the Code pertaining to investments; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

SECTION 2. Chapter 2-32 of the Municipal Code is hereby amended by adding a new Section 2-32-515, as follows:

2-32-515 Investment Policy.

The treasurer shall adopt a written investment policy which shall address the safety of the principal, liquidity of funds and return on investment. The policy shall be consistent with the provisions of this code pertaining to investments. Subject to the requirements of this section, the treasurer may amend the written policy from time to time. Copies of the written policy and any amendments thereto shall be kept on file with the city clerk and the comptroller, and shall be submitted annually, or if amended no later than 30 days after such amendment, to the chairman of the city council on finance and the chief financial officer.

SECTION 3. The ordinance entitled "Approval of Statements of Policy and Guidelines for Investment of City Funds" passed on February 7, 2001 (*Journal of the Proceeding of the City Council of the City of Chicago*, appearing on pages 50909 to 50920) is repealed.

SECTION 4. This ordinance takes effect upon its passage and approval.

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY
OF CITY OF CHICAGO GENERAL OBLIGATION
TENDER NOTES, SERIES 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago General Obligation Notes, Series 2005, in an amount not to exceed \$75,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, This City Council adopted the annual appropriation ordinance of the City for the year 2005 and the annual tax levy ordinance of the City for the year 2005; and

WHEREAS, The City has determined that it is desirable and in the public interest to issue notes of the City to provide funds to pay amounts appropriated for specific purposes by the City for the year 2005; and

WHEREAS, It is necessary for the City to issue its notes for the additional purposes hereinafter provided, such borrowing being for proper public purposes and in the public interest, and the City by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Finding. The City Council, after a public meeting held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice, and in accordance with the findings and recommendations of such committee, adopts the recitals contained in the preambles to this ordinance as legislative findings and incorporates them into this ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of trust indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise. The persons duly appointed and serving as the comptroller of the City and the chief financial officer of the City are each referred to herein as an "Authorized Officer".

SECTION 3. Authorization Of Notes. (a) For the purposes of providing monies to pay amounts appropriated for specific purposes by the City for the year 2005, it is hereby declared necessary that the City authorize and issue from time to time, and the City hereby authorizes the issuance from time to time, of one or more series of General Obligation Notes (each such series a "Series" and all such Series collectively the "Notes"), each such Series to be entitled to the benefit, protection and security of this ordinance and an Indenture securing the same, in an aggregate principal amount determined as provided herein, payable as to principal, purchase price and interest from the sources specified in this ordinance. The Notes shall be

designated by the title "City of Chicago General Obligation Notes" (together with such additional designation as may be appropriate to designate the specific Series). The Notes of each Series shall be dated, bear interest at such fixed or variable rate or rates established in accordance with the related Indenture not to exceed twelve percent (12%) per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the related Indenture.

(b) The Notes may be issued for any one or more of the following purposes, as designated by an Authorized Officer, in an aggregate principal amount not to exceed the amount set forth below:

Purposes	Maximum Amount
To pay amounts appropriated for the year 2005 from any one or more of the following funds: the Corporate Fund, the Chicago Public Library (Maintenance and Operation) Fund, the Chicago Public Library (Building and Sites) Fund and the City Relief (General Assistance) Fund	\$75,000,000

(c) The Notes shall mature no later than the earlier of (i) April 30, 2007 or (ii) twenty-four (24) months following their date of issuance.

(d) The Notes shall be issued at one or more times in such number of separate Series as the Mayor or an Authorized Officer of the City shall determine.

(e) The Notes and the obligation to reimburse any bank or banks for the payment of drawings or advances to pay the principal or purchase price of and interest on the Notes shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The principal and purchase price of and interest on the Notes and such payments to any bank shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(f) The City shall promptly pay or cause to be paid the principal or purchase price of and interest on each Note issued pursuant to this ordinance and each related

Indenture at the place, at the time and in the manner provided in such Indenture and in the Notes to the true intent and meaning thereof.

SECTION 4. Proceeds Of The Notes. The proceeds from the sale of the Notes shall be deposited in one or more of the funds set forth in Section 3(b) above, as designated by an Authorized Officer in the notification of sale to the City Council described in Section 6(b) hereof, and shall be used for the purpose of paying amounts appropriated from such respective funds for the year 2005.

SECTION 5. Tax Levy For Reimbursement Of Any Bank Or Banks For Drawings Or Advances To Pay The Notes Or For The Payment Of The Notes. Unless an Authorized Officer shall determine on or before the thirty (30) day prior to the maturity date of the Notes that sufficient funds are legally available and will be used (a) to reimburse any bank or banks appointed pursuant to the provisions of Section 9 hereof on the maturity date of the Notes for any unpaid drawing or advance under a credit facility (as described in Section 9 hereof) issued by such bank or banks to pay the principal or purchase price of and interest on the Notes, or (b) to pay the principal or purchase price of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and a certified copy thereof mailed to such bank or banks, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the bank or banks pursuant to the terms of the related Credit Agreement (as described in Section 9 hereof) on or before a date twelve (12) months following such maturity date, or to pay the principal or purchase price of and interest on the Notes. If such reimbursement obligation or payment of the principal or purchase price of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund established under the Indenture securing such Notes with respect to which such taxes were so levied.

SECTION 6. Sale And Delivery Of The Notes. (a) Each Series of Notes shall be sold and delivered to or at the direction of an underwriter or group of underwriters to be selected by an Authorized Officer, subject to the terms and conditions of one or more contracts of purchase related thereto. The Mayor or an Authorized Officer is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, such contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes of each Series and such other revisions in text as the Authorized Officer executing such contract of purchase shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the underwriters

in connection with any sale of Notes shall not exceed zero and seventy-five hundredths percent (0.75%) of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or an Authorized Officer is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture related thereto and to deliver any certificates required of the City in connection with such separate sale.

(b) Subsequent to the sale of any Notes, an Authorized Officer shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series and the maturity dates thereof, (ii) the initial interest rate determination method or methods for such Note, the maximum length of any short-term intermediate rate period and the initial interest rates determined within each such initial interest rate determination method, (iii) the compensation paid to the underwriters in connection with such sale, (iv) the identity of the underwriter(s), the trustee and the remarketing agent selected by an Authorized Officer and (v) the funds and purposes set forth in Section 3(b) for which the Notes were issued and the principal amounts of Notes that were sold for such funds or purposes. An executed copy of each Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or an Authorized Officer is hereby authorized to execute and deliver, and the underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to describe accurately the current condition of the City and the parties to the financing.

(d) The Notes of any Series may be issued in either certificated or book-entry form as determined by an Authorized Officer. In connection with the issuance of any Series of Notes issued in book-entry form, an Authorized Officer is authorized to execute and deliver a representation letter to the book-entry depository.

SECTION 7. Appointment Of Trustee; Authorization Of Indentures. Either Authorized Officer is hereby authorized to appoint the Trustee under each Indenture for the purposes and upon the express terms and conditions set forth in such Indenture. The acceptance of the Trustee shall be evidenced by its execution of an Indenture. The Mayor or an Authorized Officer is hereby authorized to execute and deliver an Indenture in connection with the issuance of each Series of Notes, under the seal of the City, affixed and attested by the City Clerk, each such Indenture to be in substantially the form of Exhibit A attached hereto, but with such revisions

in text as the Mayor or Authorized Officer executing the same shall determine are necessary or desirable in connection with the sale of any such Series of Notes, including any changes necessary to reflect the terms and provisions of any credit facility, or to reflect that the Notes were issued without the benefit of any credit facility.

SECTION 8. Remarketing Agent. Either Authorized Officer is hereby authorized to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed zero and twenty-five hundredths percent (0.25%) of the average principal amount of Notes covered by such Remarketing Agreement and outstanding during such annual period.

SECTION 9. The Bank Or Banks. Either Authorized Officer is hereby authorized to obtain a letter of credit, line of credit, liquidity facility or other facility (a "Credit Facility") for any Series of Notes if determined by such Authorized Officer to be desirable in connection with the marketing and remarketing of the Notes of such Series. Either Authorized Officer is hereby further authorized to (a) appoint one or more bank or banks to issue such Credit Facility; (b) execute and deliver a credit agreement (a "Credit Agreement") relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the sale of such Notes; and (c) execute and deliver a credit facility note (a "Credit Facility Note") in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of such Credit Facility Notes and such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the sale of the Notes. The annual fee paid to any bank or banks for the provision of a Credit Facility shall not exceed zero and seventy-five hundredths percent (0.75%) of the amount available to be drawn or advanced under such Credit Facility. Nothing contained herein shall limit or restrict an Authorized Officer's ability to appoint separate banks to issue separate Credit Facilities in connection with the issuance of separate Series of Notes or to appoint more than one bank to issue a single Credit Facility.

Any Credit Facility Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Credit Facility Note shall be payable, both principal and interest, from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purpose. Any Credit Facility Note shall bear interest at a rate not exceeding eighteen percent (18%) per annum.

SECTION 10. Interest Rate Agreement. The Mayor or an Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by an Authorized Officer, the purpose of which is to limit, reduce or manage the City's interest cost with respect to one or more Series of Notes or to limit, reduce or manage the City's exposure to fluctuations in the interest rate or rates payable on such obligations or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of Notes issued hereunder (net of offsetting transactions entered into by the City). Any such agreement may be effective for the full term or any part of the term of any Series of Notes. Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, Inc. (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of the City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 10 shall limit or restrict the authority of the Mayor or an Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council. Any amounts received by the City pursuant to any agreement described in this Section 10 are hereby authorized to be expended for any appropriate and lawful purpose as determined by an Authorized Officer.

SECTION 11. Note Insurance. Either Authorized Officer is hereby authorized to obtain a policy of note insurance from recognized note or bond insurers if it is determined by such Authorized Officer to be desirable in connection with the marketing and remarketing of any Series of Notes. Either Authorized Officer may, on behalf of the City, make covenants with the provider of such insurance that are not inconsistent with the provisions of this ordinance and are necessary to carry out the purposes of this ordinance.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse each bank or banks appointed pursuant to the provisions of Section 9 hereof at the times and in the amounts as provided in the related Credit Agreement, (b) pay the principal or purchase price of and interest on the Notes, and

(c) pay the fees and expenses of the trustee in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section 12, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation of such amounts without any further action on the part of the City Council.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Credit Agreement, then an Authorized Officer and the City Treasurer are hereby directed to make such payments in accordance with the Notes or such Credit Agreement from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Credit Agreements and the related Credit Facility Notes as the same become due.

SECTION 13. Additional Authorizations. The Mayor, either Authorized Officer, the City Treasurer and the City Clerk are hereby authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with each Series of Notes, including, but not limited to, indemnification of other parties by the City and the exercise following the delivery date of any Series of Notes of any power or authority delegated to such official of the City under this ordinance with respect to such Series of Notes upon the initial issuance thereof, including but not limited to the provision of any Alternate Letter of Credit, but subject to any limitations on or restrictions of such power or authority as herein set forth. Either Authorized Officer is hereby authorized to execute and deliver a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15(c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Either Authorized Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Note to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking. Notwithstanding any provision of the

Municipal Code of Chicago (the "Municipal Code"), investments acquired with proceeds of the Notes or investment income thereon may include agreements entered into between the City and providers of securities under which agreements providers agree to sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreements.

SECTION 14. Designation Of Another To Affix Signature. The seal of the City or a facsimile of the seal shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and an Authorized Officer and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The use of such facsimile signatures to execute the Notes are authorized by this ordinance, and such facsimile signatures are hereby adopted as the respective manual signatures of such officers, without further action on the part of such officers. The Mayor, the City Clerk and an Authorized Officer may each designate another person to act as their respective proxy and to affix their respective signature to the Notes, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor, the City Clerk or an Authorized Officer pursuant to this ordinance, and in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk and an Authorized Officer, respectively. A written signature of the Mayor, the City Clerk or of an Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Clerk is placed on an instrument, certificate or document at the direction of the City Clerk in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the City Clerk in person. When the signature of an Authorized Officer is so affixed to an instrument, certificate or document at the direction of such Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by such Authorized Officer in person.

SECTION 15. Defeasance. (a) The Notes shall be subject to defeasance as provided in the related Indenture.

(b) Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities, as provided in the related Indenture, from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any defeased Notes as provided in and subject to the conditions set forth in the related Indenture. Amounts held by the trustee or an escrow trustee in excess of the amounts needed so to provide for payment of the defeased Notes may be subject to withdrawal by the City and are hereby authorized to be expended for any appropriate and lawful purpose as determined by an Authorized Officer. The Mayor or an Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by an Authorized Officer, with respect to the investment and use of such excess amounts held by the trustee or escrow trustee.

SECTION 16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, including the Notes or any related Indenture, or to impair the rights of the owners of the Notes to receive payment of the principal of, premium, if any, or interest on the Notes or to impair the security for the Notes or shall render any agreement or instrument authorized hereby voidable at the option of the City; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 17. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 18. Effective Date. This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

City Of Chicago

To

[Name Of Trustee]
As Trustee

Trustee Indenture

Dated As Of _____, 2005

Securing

City Of Chicago
General Obligation Tender Notes,
Series 2005.

This Trust Indenture dated as of _____, 2005, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, located in Cook and DuPage Counties, Illinois, to [Name of Trustee], a bank organized and existing under the laws of _____, having a principal corporate trust office in the City of Chicago, Illinois, as trustee (said bank, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee");

Witnesseth:

Whereas, By virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on _____, 2005, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, The execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, In order to provide the funds needed to pay amounts appropriated for the [Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, the Chicago Public Library (Building and Sites) Fund and the City Relief (General Assistance) Fund] purposes for the year 2005, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 2005 (the "Series 2005 Notes"); and

Whereas, In furtherance thereof, the City, [Name of Remarketing Agent] (the "Remarketing Agent") and the Trustee have entered into a Remarketing Agreement, dated as of _____, 2005 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, The Notes are to be entitled to the benefits of an irrevocable Letter of Credit (the "Letter of Credit") issued to the Trustee by [Name of Letter of Credit Bank] (the "Bank") for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement dated as of _____, 2005 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, The execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, That to secure all Notes issued and Outstanding under this Indenture, the payment of the principal of or purchase or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, That to provide for the security of the obligations of the City arising under the Reimbursement Agreement, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank, a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold the same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, First, for the equal and ratable benefit and security of all present and future holders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof to the extent provided herein and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect.

Article I.

Definitions.

Section 1.01 Definitions.

The terms defined in this section shall, for all purposes of this indenture, have the meanings herein specified, unless the context clearly requires otherwise:

“Affiliate” when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and

any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

“Alternate Letter of Credit” means an irrevocable letter of credit delivered in accordance with Section 5.04 hereof.

“Authorized Denominations” means (a) while the notes bear interest at a weekly rate or a short-term intermediate rate, One Hundred Thousand Dollars (\$100,000) or any integral multiple thereof, provided that a single note may be issued in an amount greater than One Hundred Thousand Dollars (\$100,000) in integral multiples of Five Thousand Dollars (\$5,000) and (b) while the notes bear interest at a fixed rate, Five Thousand Dollars (\$5,000) or any integral multiple thereof.

“Authorized Officer” means either of the persons duly appointed and serving as the city comptroller or the chief financial officer.

“Bank” means [Name of Letter of Credit Bank] in its capacity as issuer of the letter of credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.04 hereof, “Bank” shall mean the issuer of any Alternate Letter of Credit in its capacity as issuer of such Alternate Letter of Credit, its successors in such capacity and its assigns.

“Beneficial Owner” means the owner of a beneficial interest in notes registered in the name of Cede & Co., as nominee of D.T.C. (or a successor nominee therefor).

“Bond Counsel” means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

“Business Day” means any day of the year on which banks located in the city or cities, respectively, in which are located the principal offices of the trustee, the remarketing agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

“Chief Financial Officer” means the chief financial officer of the City appointed by the Mayor.

“City” means the City of Chicago.

“City Comptroller” means the duly acting city comptroller of the City.

“City Council” means the governing body of the City as from time to time constituted.

“Code” means the Internal Revenue Code of 1986, as amended.

"Custody Account" means the account established on behalf of the Bank pursuant to Section 3.08 hereof.

"D.T.C." means The Depository Trust Company, New York, New York, or any successor securities depository.

"Determination Date" means the date a fixed rate on the notes is established pursuant to Section 2.02(c)(i) hereof.

"Event of Default" means any of the events described in Section 7.01(a) hereof.

"Fixed Rate" means, with respect to any note, the interest rate on such note set in accordance with Section 2.02(c) hereof.

"Fixed Rate Period" means the fixed rate period as defined in Section 2.02(c)(ii) hereof.

"Government Obligations" means direct obligations of the United States of America.

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms hereof.

"Interest Payment Date" is defined in the form of note attached hereto as (Sub)Exhibit A.

"Interest Period" is defined in the form of note attached hereto as (Sub)Exhibit A.

"Interest Rate" means the rate or rates established from time to time for the notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.02 hereof.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank upon the original issuance of the notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.04 hereof, "Letter of Credit" means such Alternate Letter of Credit.

"Letter of Credit Fund" means the fund created by Section 5.02 hereof.

"Letter of Credit Note" means a note of the City issued pursuant to the reimbursement agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the trustee, the remarketing agent and the Bank.

"Notes" means the notes issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder", "Owner" or "holder" means the person in whose name any Note is registered on the registration books of the City kept by the trustee.

"Note Ordinance" means the ordinance duly adopted by the City Council on _____, ____ authorizing the issuance, sale and delivery of the Notes.

"Notice by Mail" means a written notice mailed by first class mail to Noteholders at their addresses as shown on the registration books kept pursuant to Section 2.09 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used in reference to the Notes, means, at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

- (a) Notes cancelled at or prior to such date or delivered to or acquired by the trustee at or prior to such date for cancellation;
- (b) matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the trustee;
- (c) Notes purchased by the City for cancellation pursuant to Section 4.02 hereof; and
- (d) Notes in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Permitted Investments" means any of the following obligations or securities permitted under state law:

(a) interest-bearing general obligations of the United States, the state or the City;

(b) United States treasury bills and other non-interest bearing general obligations of the United States when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest;

(c) short-term discount obligations of the United States government or United States government agencies;

(d) certificates of deposit of national banks or banks located within the City which are either (i) fully collateralized at least one hundred ten percent (110%) by marketable United States government securities marked to market at least monthly, or (ii) secured by a corporate surety bond issued by an insurance company licensed to do business in the state and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment;

(e) banker's acceptances of banks and commercial paper of banks whose senior obligations are rated in the top two (2) rating categories by two national rating agencies and maintaining such rating during the term of such investment;

(f) tax-exempt securities exempt from federal arbitrage provisions applicable to investments of proceeds of the City's tax-exempt debt obligations;

(g) domestic money market mutual funds, including those offered by the trustee or an affiliate thereof, in good standing with the Securities and Exchange Commission;

(h) any other suitable investment instrument permitted by state laws governing municipal investments generally, subject to the reasonable exercise of prudence in making investments of public funds; or

(i) any other obligation or security permitted under the reimbursement agreement.

All securities so purchased, excepting tax anticipation warrants, shall show on their face that they are fully payable as to principal and interest, where applicable, if any, within two (2) years from the date of purchase.

"Pledged Notes" means Notes held to the credit of the Custody Account pursuant to Section 3.08 hereof.

"Principal Office" means (i) with respect to the Bank, its principal office in _____, _____ and the office at which drawings under the Letter of Credit are made, (ii) with respect to the trustee, its principal office in Chicago, Illinois, and (iii) with respect to the remarketing agent, the address supplied in writing by the remarketing agent to the City, the trustee and the Bank.

"Rating Agency" means Moody's or S&P, as applicable.

"Record Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Reimbursement Agreement" means an agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the trustee, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means the remarketing agent, appointed by the City in accordance with Section 8.18 hereof.

"Remarketing Agreement" means the agreement among the City, the Remarketing Agent and the trustee entered into pursuant to Section 8.18 hereof, and any and all modifications, alterations, amendments and supplements thereto.

"Short-Term Intermediate Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(b) hereof.

"Short-Term Intermediate Rate Period" means, with respect to any Note, the period (which may be from one day to three hundred sixty-six (366) days) determined as provided in Section 2.02(b) hereof.

"Short-Term Rate" means a weekly rate or a Short-Term Intermediate Rate.

"State" means the State of Illinois.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and their assigns, and, if such division shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the trustee, the Remarketing Agent and the Bank.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Treasurer" means the duly acting Treasurer of the City.

"Trustee" means [Name of Trustee], as trustee under this Indenture, and its successors and assigns.

"Weekly Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(a) hereof.

Section 1.02 Construction.

This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) Unless otherwise expressly provided, all times specified herein shall mean New York City time.

(f) The words "hereof", "herein", "hereto", "hereby" and "hereunder" (except in the form of the Note), refer to the entire Indenture.

Article II.

The Notes.

Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Trustee for authentication. At the direction of the City, the Trustee shall authenticate the Notes and deliver them to the purchasers

thereof. The Notes shall be designated "City of Chicago General Obligation Tender Notes, Series 2005". The Notes shall be dated as provided in Section 2.05(e) hereof.

(b) The Notes shall be issued in the aggregate principal amount of \$_____, bear interest at the rate or rates established hereunder (not to exceed _____ percent (___%) per annum), shall mature on _____, 2007, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, the Chicago Public Library (Building and Sites) Fund and the City Relief (General Assistance) Fund purposes for the year 2005.

(c) The total aggregate principal amount of Notes that may be issued under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

(d) Distinct portions of the aggregate principal amount of the Notes (a "Subseries") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one (1) or more other distinct portions of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Subseries of the Notes may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods; provided, however, that (i) each Subseries shall not be less than Ten Million Dollars (\$10,000,000) in principal amount, and (ii) the aggregate principal amount of all such Subseries of Notes shall equal the aggregate principal amount of Outstanding Notes, and (iii) a distinct Note certificate shall be issued as to each Subseries that bears interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate.

Section 2.02 Interest Rate Determination Methods For The Notes.

The Notes (or Subseries, if applicable) shall bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate determined by an Authorized Officer in accordance with the provisions of this Indenture. The determination of the Interest Rates on the Notes as provided in this Indenture shall be conclusive and binding upon the Noteholders. Commencing upon the delivery date of the Notes, the Notes shall bear interest at a Short-Term Intermediate Rate of _____ percent (___%) per annum for an initial Short-Term Intermediate Rate Period through and including _____, _____, and thereafter shall bear interest at a Short-Term Intermediate Rate determined as provided herein unless and until the Interest Rate Determination Method for the Notes is changed to a different Interest Rate Determination Method in accordance with this Indenture.

(a) Weekly Rate. (i) Determination Of Weekly Rate. When interest on the Notes (or Subseries, if applicable) is payable at a Weekly Rate, an Authorized Officer shall determine a Weekly Rate on Tuesday of each calendar week (if Tuesday is not a

Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by an Authorized Officer) for the Remarketing Agent to sell such Notes on the day the rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Duration Of Weekly Rate. Each Weekly Rate determined by an Authorized Officer shall be in effect from and including Wednesday of each week to and including the following Tuesday, whether or not such days are Business Days.

(iii) Notice Of Weekly Rate. An Authorized Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) Weekly Rate Invalid Or Unenforceable. If for any reason an Authorized Officer does not set a Weekly Rate while the Notes (or Subseries, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

(b) Short-Term Intermediate Rate. (i) Determination Of Short-Term Intermediate Rate. When interest on the Notes (or Subseries, if applicable) is payable at a Short-Term Intermediate Rate, an Authorized Officer shall establish the Short-Term Intermediate Rate for such Notes on the first Business Day of each Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate shall be the rate necessary (as determined by an Authorized Officer) for the Remarketing Agent to sell such Notes on the date such rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Determination Of Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate Period shall be determined by an Authorized Officer (which may be from one (1) to three hundred sixty-six (366) days) based upon such Authorized Officer's judgment that the length of the Short-Term Intermediate Rate Period will be beneficial to the City. Interest on the Notes (or Subseries thereof, if applicable) bearing interest at a Short-Term Intermediate Rate will accrue from the first (1st) day of the applicable Short-Term Intermediate Rate Period to and including the last day of such Period. Notwithstanding the foregoing, (x) the day following the last day of any Short-Term Intermediate Rate Period shall be a Business Day or the maturity date of the Notes, and (y) if an Authorized Officer has previously determined that the Notes (or Subseries thereof, if applicable) are to bear interest at a rate other than the Short-Term Intermediate Rate effective as of a future date, no new Short-Term Intermediate Rate Period shall be established for such Notes unless the last day of such Short-Term Intermediate Rate Period occurs before the effective date of the

change to such other rate, and (z) in no event shall the last day of any Short-Term Intermediate Rate Period be a date later than the sixteenth (16th) day preceding the then applicable expiration date of the Letter of Credit (unless such last day is a maturity date).

(iii) Notice Of Short-Term Intermediate Rate And Short-Term Intermediate Rate Period. An Authorized Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Short-Term Intermediate Rate and Short-Term Intermediate Rate Period to the Trustee, the Remarketing Agent and the Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) Short-Term Intermediate Rate Or Short-Term Intermediate Rate Period Invalid or Unenforceable. If for any reason an Authorized Officer does not set a Short-Term Intermediate Rate or the duration of a Short-Term Intermediate Rate Period while the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, or a court holds that a Short-Term Intermediate Rate or the duration of any Short-Term Intermediate Rate Period is invalid or unenforceable, then a thirty (30) day Short-Term Intermediate Rate Period for such Notes will follow, and the Short-Term Intermediate Rate for such Notes for such Short-Term Intermediate Rate Period shall be that annual rate of interest equal to seventy-five percent (75%) of the interest rate applicable to ninety (90) day United States Treasury bills determined on the basis of the average per annum discount rate at which such ninety (90) day United States Treasury bills shall have been sold at the most recent Treasury auction within the preceding thirty (30) days.

(c) Fixed Rate. (i) Determination of Fixed Rate. If the interest rate on the Notes (or Subseries, if applicable) is initially established as a Fixed Rate, the interest rate on such Notes shall be established by an Authorized Officer no later than the date the Notes are initially issued. If the interest rate on the Notes (or Subseries, if applicable) is changed to a Fixed Rate pursuant to Section 2.03 hereof, an Authorized Officer shall establish the Fixed Rate for such Notes not less than seven (7) nor more than fifteen (15) days before the effective date of such Fixed Rate. The Fixed Rate shall be the rate necessary (as determined by an Authorized Officer on the date such rate is established) for the City to sell the Notes on the date such rate is set at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(ii) Fixed Rate Period. The Fixed Rate shall remain in effect from its effective date to the maturity date of the Notes (the "Fixed Rate Period").

(iii) Notice Of Fixed Rate. If the interest rate on any Notes is changed to a Fixed Rate pursuant to Section 2.03 hereof, an Authorized Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of such Fixed Rate to the Trustee,

the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the date the Fixed Rate is determined.

(iv) Conditions To Fixed Rate Not Satisfied. If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for the Notes (or Subseries, if applicable) pursuant to Section 2.03 hereof shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and the Notes shall bear interest at a Weekly Rate commencing on the day that was to be the first (1st) day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly established for such Notes hereunder.

Section 2.03 Change In Interest Rate Determination Method.

(a) Change Directed By The City. The City may, acting through an Authorized Officer, change the Interest Rate Determination Method for the Notes (or Subseries, if applicable) by notifying the Trustee, the Bank and the Remarketing Agent at least sixteen (16) days prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Rate Determination Method (which effective date must be a current Interest Payment Date for the Notes, and if the Notes currently bear interest at a Short-Term Intermediate Rate, the effective date of any new Interest Rate Determination Method may not be earlier than the end of any effective Short-Term Intermediate Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate, the Determination Date. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for federal income tax purposes under the Code. If an Authorized Officer's notice complies with this paragraph, interest on such Notes will become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this section.

(b) Change Directed By The Remarketing Agent. If directed to do so by an Authorized Officer, the Remarketing Agent shall consider whether the Interest Rate Determination Method for the Notes (or Subseries, if applicable) should be changed to a different Short-Term Rate because in the Remarketing Agent's judgment, conversion to a different Short-Term Rate will be beneficial to the market for, or the relative yield of, such Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for the Notes and shall not be before the end of any effective Short-Term Intermediate Rate Period for such Notes. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short-Term Rate will be "beneficial to the market for, or the relative yield of, such Notes" shall be based upon (i) the

performance of such Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short-Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Notes, or (ii) any fact or circumstance relating to such Notes or affecting the market for such Notes or affecting such other comparable securities in a manner which in the judgment of the Remarketing Agent will affect the market for such Notes, which in any event leads the Remarketing Agent to conclude that such Notes should bear interest at the Short-Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, such Notes shall bear interest at the Short-Term Rate specified in such notice.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the Trustee, the City, the Bank or to any other person with respect to any determination that the Notes (or Sub-series, if applicable) will or will not bear interest at the current or any other Short-Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) Limitations On Changes In Interest Rate Determination Method. Any change in the method of determining interest on the Notes (or Sub-series, if applicable) pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Short-Term Intermediate Rate is then in effect, the effective date of any change must be the day following the last day of the Short-Term Intermediate Rate Period of all Notes or applicable Sub-series;

(ii) if a Weekly Rate is then in effect, the effective date of any change must be the first (1st) Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) has been withdrawn. If the Trustee shall have sent any notice to the Noteholders regarding a change in Interest Rate Determination Method under Section 2.03(d), then in the event of such withdrawal of opinion, the Trustee shall promptly notify all Noteholders of such withdrawal.

(d) Notice To Noteholders Of Change In Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to the Notes (or Subseries, if applicable), the Trustee will notify the Owners of such Notes by Notice by Mail at least fourteen (14) but not more than sixty (60) days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel if required by Section 2.03(a). The notice will state:

- (i) that the Interest Rate Determination Method will be changed and what the new method will be;
- (ii) the effective date of the new Interest Rate Determination Method;
- (iii) a description of the new Interest Rate Determination Method, including a statement that the Remarketing Agent will provide each new rate (and Short-Term Intermediate Rate Period when applicable) upon request;
- (iv) the applicable Interest Payment Dates and Record Dates;
- (v) whether Owners of such Notes have a right to tender their Notes while such Notes bear interest at the new Interest Rate Determination Method; and
- (vi) that such Notes will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice will state:

- (i) the Determination Date;
- (ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;
- (iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes;
- (iv) any ratings assigned the Notes by the Rating Agencies effective on the change;
- (v) that during the Fixed Rate Period there will be no right to tender the Notes;
- (vi) that the Notes are not subject to redemption at the option of the City during the Fixed Rate Period; and
- (vii) that during the Fixed Rate Period Notes will be issued in denominations of Five Thousand Dollars (\$5,000) or integral multiples thereof.

In addition, if the change is to a Short-Term Intermediate Rate, the notice will state:

- (i) that during the Short-Term Intermediate Rate Period there will be no right to tender such Notes at the option of the Owner thereof;
- (ii) that such Notes are not subject to redemption at the option of the City during the Short-Term Intermediate Rate Period; and
- (iii) that on the first (1st) Business Day following the last day of each Short-Term Intermediate Rate Period for such Notes, each such Note will be subject to mandatory tender for purchase without further notice.

Section 2.04 Calculation Of Interest Due On Notes.

The Trustee will calculate the amount of interest payable on the Notes from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when calculated with the Remarketing Agent. The Trustee will confirm any Interest Rate by telephone or in writing to any Noteholder who requests it in writing. The calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05 Form, Payment And Dating Of Notes; Authorized Denominations.

(a) The Notes and the certificate of authentication to be executed on the Notes by the Trustee are to be in substantially the form thereof set forth in (Sub)Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Notes shall be issuable only as fully registered Notes in Authorized Denominations. Notes shall be numbered from 1 consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Notes.

(c) The principal or redemption price of each Note shall be payable upon surrender of such Note at the Principal Office of the Trustee. Payments of principal or redemption price of the Notes shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the Owner of the Note so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Note shall bear interest and be payable as to interest as follows:

(i) Each Note shall bear interest (at the applicable rate determined pursuant to Article II hereof) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid (or the date of original issuance of the Notes if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year as applicable for the number of days actually elapsed while the Notes bear interest at a Weekly Rate or a Short-Term Intermediate Rate, and on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months while the Notes bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to the Notes. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Noteholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Noteholder at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Noteholders, as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the Notes shall be paid to the persons entitled thereto pursuant to Section 2.05(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) upon instructions to the Trustee from such person entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the Owner of Notes if such Owner maintains an account with the Trustee or, upon request of any Owner of Notes in the principal amount of One Million Dollars (\$1,000,000) or more, by federal funds wire) on the Interest Payment Date or special interest payment date, as applicable, according to such instructions, or (y) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date or special interest payment date, as applicable, to the persons entitled thereto at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of Notes tendered pursuant to Section 3.01 or 3.02 shall be made in immediately available funds to the tendering Noteholder in the same manner as interest on Notes pursuant to subparagraph (iv) above.

(e) All Notes will be dated the date of their original issuance.

(f) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Section 2.06 Execution Of Notes.

Each of the Notes shall be signed and executed on behalf of the City by the manual or facsimile signature of the Mayor and the manual or facsimile signature of an Authorized Officer of the City and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the manual or facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Section 2.07 Delivery And Registration.

No Note shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in (Sub)Exhibit A hereto, executed by the Trustee by manual signature, and such certificate upon any such Note shall be conclusive evidence that such Note has been duly authenticated, registered and delivered.

Section 2.08 Lost, Destroyed, Improperly Cancelled Or Undelivered Notes.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly cancelled, the Trustee may authenticate a new Note of like series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification satisfactory to the City, the Trustee and

the Bank. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification satisfactory to the City, the Trustee and the Bank. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Noteholder reasonable fees and expenses in connection with any transaction described in this Section 2.08, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Note and the Trustee shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.09 Transfer, Registration And Exchange Of Notes.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City.

The transfer of any Note shall be registered upon the books of the Trustee at the written request of the Noteholder or its attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Noteholder or its duly authorized attorney.

The City, the Trustee and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be

valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note, upon surrender thereof at the Principal Office of the Trustee may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Note or Notes of any Authorized Denomination of the same series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for such Notes, the Trustee shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any redemption of Notes nor shall the Trustee be required to make any exchange or registration of transfer of any Notes called for redemption.

Section 2.10 Temporary Notes.

Pending the preparation of definitive Notes, the City may execute and the Trustee shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any Authorized Denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of Authorized Denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.11 Cancellation Of Notes.

All Notes which shall have been surrendered to the Trustee for payment or redemption, and all Notes which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Notes by number.

Section 2.12 Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Noteholder of all of the Notes shall be D.T.C., and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C. Payment of interest for any Note registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Noteholder of the Notes registered in its name for the purposes of payment of the principal of or interest on, or redemption or purchase price of, the Notes, selecting the Notes or portions thereof to be redeemed or purchased, giving any notice permitted or required to be given to Noteholders under this Indenture, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever; and neither the Trustee, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated Note. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Notes, the words "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

(c) In the event the Noteholder of all the Notes shall be D.T.C. and the City determines to discontinue D.T.C.'s book-entry system, the City may notify D.T.C., the Trustee, the Bank and the Remarketing Agent, whereupon D.T.C. will notify its participating organizations (the "Participants") of the availability through D.T.C. of certificated Notes. In such event, the Trustee shall issue, transfer and exchange Note certificates as requested by D.T.C. in appropriate amounts in accordance with the provisions of this Indenture. D.T.C. may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City, the Trustee and the Remarketing Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no

successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Note certificates as described in this Indenture. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Notes to any Participant having Notes credited to its D.T.C. account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Notes.

(d) So long as any Note is registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal of and interest on, and redemption or purchase price of, such Note and all notices with respect to such Note shall be made and given, respectively, to D.T.C. or its nominee as provided in the City's representation letter to D.T.C.

(e) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Noteholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C. notice of such record date not fewer than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to D.T.C. or its nominee shall be given only when D.T.C. is the sole Noteholder.

(f) Neither the City, the Trustee nor the Remarketing Agent will have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by D.T.C. or any Participant; (ii) the payment by D.T.C. or any Participant of any amount due to any Beneficial Owner in respect of the principal of or interest on, or redemption or purchase price of, the Notes; (iii) the delivery by D.T.C. or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Noteholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; (v) the delivery of Notes upon tender thereof; or (vi) any consent given or other action taken by D.T.C. as Noteholder.

(g) So long as Cede & Co. is the registered owner of the Notes, as nominee of D.T.C., references herein to the Noteholders or holders of the Notes or Owners of Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes.

(h) So long as Cede & Co. is the registered owner of the Notes:

(i) selection of Notes to be redeemed upon partial redemption, presentation of Notes to the Trustee upon partial redemption, delivery of Notes to the Trustee in connection with an optional or mandatory tender, or redelivery of such Notes by the Trustee to Noteholders following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in

such Notes through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books;

(ii) notice of a demand for purchase of Notes pursuant to Section 3.01 hereof shall be given by the Beneficial Owner of such Notes exercising ownership rights through D.T.C. or D.T.C.'s Participants by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Notes to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Notes through D.T.C. or its Participants;

(iv) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Noteholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Notes through D.T.C. or its Participants;

(v) Notes held in the Custody Account on the records of D.T.C. will be registered in the name of the Trustee, or its nominee, as collateral security for the Bank; and

(vi) nothing contained in this Indenture shall limit or restrict the ability of the Trustee to effect the provisions of this Section 2.12 by or through one or more agents selected by the Trustee in the exercise of its reasonable discretion; provided, however, the retention of one or more agents for such purpose shall not relieve the Trustee of any duty or responsibility contained in this Indenture.

Section 2.13 Application Of Proceeds Of The Notes.

The proceeds of the sale of the Notes shall be deposited with the Treasurer and used to make deposits into the following funds of the City in the following amounts for the purpose of paying amounts appropriated for such funds for the year 2005:

Fund	Amount
[Corporate Fund	\$ _____
Chicago Public Library (Maintenance and Operation) Fund	\$ _____

Chicago Public Library
(Building and Sites) Fund

\$ _____

City Relief (General
Assistance) Fund]

\$ _____

Article III.

*Optional And Mandatory Tenders Of Notes;
Remarketing Of Purchased Notes.*

Section 3.01 Optional Tender Of Notes.

Holders of Notes bearing interest at a Weekly Rate shall have the right to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase and to receive payment of the purchase price therefor, all as provided in the form of the Notes attached hereto as (Sub)Exhibit A.

Section 3.02 Mandatory Tender Of Notes.

The Notes are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, as follows:

(i) When the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, each such Note shall be subject to mandatory tender for purchase on each Interest Payment Date (other than the maturity date) for such Note;

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes (or Subseries, if applicable); and

(iii) On the fifth (5th) Business Day prior to the then applicable scheduled expiration date of the Letter of Credit if on the fifteenth (15th) day preceding the scheduled expiration date of the Letter of Credit occurring prior to the final maturity of the Notes, the Letter of Credit has not been extended or an Alternate Letter of Credit has not been delivered.

Holders of Notes subject to mandatory tender do not have the right to waive a mandatory tender and retain their Notes.

Section 3.03 Purchase Of Tendered Notes.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing Notes for its own account. No acceptance of Notes by the Trustee hereunder shall effect any merger or discharge of the indebtedness of the City evidenced by the Notes. The Trustee shall accept all Notes properly tendered to it for purchase in accordance with the provisions of the Notes as set forth in the form of Note attached hereto as (Sub)Exhibit A; provided, however, that the Trustee shall not accept any Notes tendered if at the time of the tender the principal of the Notes shall have been accelerated pursuant to Section 7.01 of this Indenture.

(b) The Trustee shall establish a special trust fund designated as the Purchase Fund. The Trustee shall hold all Notes delivered to it in trust for the benefit of the respective Noteholders delivering such Notes until monies representing the purchase price of such Notes have been delivered to or for the account of such Noteholders. The Trustee shall hold all monies delivered to it for the purchase of Notes in such fund in trust and without investment, solely for the benefit of the persons delivering such monies until the Notes purchased with such monies have been delivered to or for the account of such persons. The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund to pay the purchase price of tendered Notes as the same becomes due and payable, which authorization and direction the Trustee accepts.

Section 3.04 Remarketing Of Tendered Notes; Payment Of Purchase Price.

(a) The Remarketing Agent shall use its best efforts to remarket tendered Notes at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of Notes conforming to the requirements in the form of Note attached hereto as (Sub)Exhibit A, the Trustee shall notify the Remarketing Agent, the Bank and the City of the principal amount of Notes tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the Bank, the City and the Trustee of the principal amount of such Notes remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Notes

are to be issued to each purchaser. If less than all of the Notes to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal amount of Notes which have not been remarketed and the amount of accrued interest to be paid on such Notes on such purchase date. Purchasers of Notes which have been remarketed shall be required to deliver the purchase price thereof directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the Bank of any Notes which have been remarketed and for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in an amount equal to the purchase price of: (i) any tendered Notes not remarketed; and (ii) any tendered Notes remarketed and for which payment has not been received.

(e) Any Note tendered for purchase after the date on which the Trustee has notified the Noteholders of a change in Interest Rate Determination Method in accordance with the provisions of Section 2.03 hereof shall not be remarketed unless the purchaser has been notified of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.03(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender his Notes for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell the Notes before such date.

Section 3.05 Funds For Purchase Price Of Notes.

On the date Notes are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Noteholder only from the funds listed below, in the order of priority indicated:

(a) The proceeds of the sale of such Notes which have been remarketed by the Remarketing Agent to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) monies drawn under the Letter of Credit (which shall include amounts held in the Letter of Credit Fund to the extent of amounts held therein); and

(c) monies deposited by the City with the Trustee pursuant to this Indenture.

Section 3.06 Delivery Of Purchased Notes.

The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, Notes purchased with monies described in Section 3.05(a) hereof for receipt by the purchaser thereof. Notes purchased with monies described in Section 3.05(a) hereof shall be registered in the manner directed by the Remarketing Agent and delivered to the Remarketing Agent for redelivery to the purchasers thereof. Notes purchased with monies described in Section 3.05(b) hereof shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged Notes pursuant to Section 3.08 hereof. Notes purchased with monies described in Section 3.05(c) hereof shall be registered in the name of the City and held for the account of the City.

Section 3.07 Delivery Of Proceeds Of Sale Of Purchased Notes.

Except in the case of the sale of any Pledged Notes, the proceeds of the sale of any Notes, to the extent not required to pay the purchase price thereof, shall be paid to or upon the order of the City.

Section 3.08 Custody Account.

(a) There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the Custody Account.

(b) If any Note is purchased by the Trustee pursuant to Section 3.03 hereof with monies drawn under the Letter of Credit pursuant to Section 3.05(b) hereof, that Note shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall thereafter constitute a Pledged Note until released as herein provided), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of (i) an amount equal to the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, and (ii) evidence satisfactory to the Trustee that either (A) the Letter of Credit has been (or simultaneously with the release of the Pledged Note from the Custody Account, will be) reinstated or (B) an Alternate Letter of Credit has been issued, in each case in the amount required by Section 5.03 of this Indenture; provided, however, that in connection with such reinstatement of the Letter of Credit or issuance of an Alternate Letter of Credit if the Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate and the stated amount of the Letter of Credit or Alternate Letter of Credit has not been increased in accordance with the last sentence of Section 5.03(d) hereof, sufficient amounts shall be drawn under the Letter of Credit and deposited into the Letter of Credit Fund (and the Bank reimbursed therefor) and, if such draws are insufficient, accrued interest received as part of the purchase

price (or a portion thereof) shall be held in a separate trust fund for the payment of interest on the Notes so that the amount then held in the Letter of Credit Fund plus such accrued interest, if any, is not less than the amount that would have been deposited in such Fund as a result of draws pursuant to Section 5.03(d) hereof if such Note did not constitute a Pledged Note hereunder; provided, further, however, that no single draw pursuant hereto may be made with respect to more than fifty-nine (59) days interest on the Notes being remarketed at the maximum rate of interest used for purposes of calculating the stated amount of the Letter of Credit. The Remarketing Agent shall use its best efforts to remarket Pledged Notes. If the Remarketing Agent remarkets any Pledged Note, the Remarketing Agent shall give the notice described in the first sentence of Section 3.04(c) hereof, and shall direct the purchaser of such Pledged Note to transfer on the purchase date, the purchase price of such remarketed Pledged Note directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver remarketed Pledged Notes to the purchasers thereof in accordance with Section 3.06 hereof.

(c) The proceeds of the remarketing of Pledged Notes or purchase of Pledged Notes by the City shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other monies held by the Trustee, and shall be paid over immediately to the Bank.

(d) On each Interest Payment Date prior to the release of Pledged Notes held in the Custody Account, the Trustee shall apply monies in the applicable account of the Note Fund to the payment of principal of and interest on such Pledged Notes, but shall not draw on the Letter of Credit or use monies in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank the interest and principal paid in respect of such Pledged Notes held in the Custody Account, and immediately upon such receipt the Trustee shall pay such interest and principal over to the Bank; provided, however, that if at such time the Trustee has been notified in writing by the Bank that there shall not remain any amount due and owing to the Bank under the Reimbursement Agreement, such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged Notes held in the Custody Account, all Notes are called for redemption pursuant to Article IV hereof, or the Trustee declares an acceleration of the Notes pursuant to Section 7.02 hereof, Pledged Notes held in the Custody Account shall be deemed to have been paid, and shall thereupon be cancelled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged Notes, such Pledged Notes are held by the Trustee for the benefit of the Bank as a first priority secured creditor.

Article IV.

Redemption And Purchase Of Notes By City.

Section 4.01 Redemption Of Notes Prior To Maturity.

The Notes shall be subject to redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of redemption, as follows:

(a) Any Notes bearing interest at a Weekly Rate shall be subject to redemption prior to maturity in whole or in part at the option of the City on the first (1st) Business Day of any month.

(b) Any Notes bearing interest at a Short-Term Intermediate Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(c) All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives written notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Letter of Credit, or (ii) if the Trustee receives written notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If notice of either of such events shall have been received by the Trustee, the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

(d) The Notes shall be subject to mandatory redemption on the sixtieth (60th) day after the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the funds referred to in Section 2.01 hereof. If such day is not a Business Day, such redemption shall occur on the first (1st) Business Day next prior to such day. Any such mandatory redemption shall include all Notes, whether bearing interest at a Fixed Rate, a Weekly Rate or a Short-Term Intermediate Rate during a Short-Term Intermediate Rate Period that ends after such redemption date. An Authorized Officer shall give notice to the Bank and the Trustee of such redemption no fewer than forty-five (45) days prior to such redemption date.

Section 4.02 Purchase Of Notes By City.

(a) The City, acting through an Authorized Officer, reserves the right to purchase for cancellation any Note tendered for purchase pursuant to Section 3.01 hereof or

subject to mandatory tender pursuant to Section 3.02 hereof or to purchase any Note held to the credit of the Custody Account, upon notice to the Trustee, the Bank and the Remarketing Agent given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Note tendered pursuant to Section 3.01 hereof or a Note held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 3.02 hereof, given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such Note (or the first (1st) Business Day of any Short-Term Intermediate Rate Period which is shorter than two (2) Business Days for Notes subject to mandatory tender at the end of such Short-Term Intermediate Rate Period). Such notice from an Authorized Officer shall state the principal amount of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 3.02 hereof. Prior to the applicable date of notice set forth in the first (1st) sentence of this Section 4.02(a), the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes held to the credit of the Custody Account, second, from any Notes as such become available upon optional tender, and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 3.02 hereof; provided, however, that if fewer than all of the Notes subject to mandatory tender pursuant to Section 3.02 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03 Procedure For Redemption.

(a) In order to exercise its option to redeem the Notes prior to maturity pursuant to paragraph (a) of Section 4.01 hereof, the City shall notify the Trustee, the Bank and the Remarketing Agent no later than forty-five (45) days prior to the designated redemption date.

(b) Notice by Mail of the redemption of Notes prior to maturity pursuant to Section 4.01 hereof shall be given by the Trustee in the name of the City: (i) in the case of the redemption of Notes pursuant to paragraph (a) or (d) of Section 4.01, not fewer than thirty (30) days nor more than sixty (60) days prior to the redemption date; (ii) in the case of the redemption of Notes pursuant to paragraph (c) of Section 4.01, not fewer than five (5) days nor more than ten (10) days after the receipt by the Trustee of a notice given by the Bank pursuant to such paragraph. A copy of each such redemption notice shall be given to the City and the Bank.

(c) Each such redemption notice shall specify (i) the Notes to be redeemed by C.U.S.I.P. Number, (ii) the redemption date (which shall be not more than fourteen (14) days after the date on which the Trustee receives notice from the Bank pursuant to paragraph (c) of Section 4.01 hereof); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if less than all the Notes are to be redeemed, specify the specific Notes to be redeemed, identified by number, and the principal amounts of such Notes to be redeemed, and (v) that on the redemption date, the Notes shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) Failure to give Notice by Mail of optional redemption as to any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes in respect of which no failure or defect occurs. Failure to give Notice by Mail of the mandatory redemption of any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for redemption of such Notes. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee.

(e) When Notes are called for partial redemption as provided in paragraph (a) of Section 4.01 hereof, the specific Notes to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one (1) or more, but not all, of the units of Authorized Denominations represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Trustee for (i) payment to such Noteholder of such unit of the redemption price of such Note called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefor.

If the Noteholder of any such Note of a denomination greater than the amount called for partial redemption shall fail to present such Note to the Trustee for payment and exchange as aforesaid, such Note shall, nevertheless, become due and

payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(f) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date if monies sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders.

Section 4.04 No Partial Redemption Of Notes After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in paragraph (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of fewer than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01 The Note Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 2005 Note Fund".

(b) Subject to the right of the City and the Bank to make alternate arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to pay the principal of and interest on the Notes as the same become due.

(c) Monies on deposit in the Note Fund shall be applied by the Trustee to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, directly to pay the principal of or interest on the Notes as the same become due.

(d) Pending the use of monies held in the Note Fund, the Trustee shall invest such monies in Permitted Investments upon the direction of an Authorized Officer, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Note Fund.

Section 5.02 The Letter Of Credit Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 2005 Letter of Credit Fund".

(b) The City shall cause to be deposited into the Letter of Credit Fund amounts drawn under the Letter of Credit with respect to the payment of principal of and interest on, or the purchase price of, the Notes. Monies on deposit in the Letter of Credit Fund shall not be commingled with any other monies held by the Trustee.

(c) Monies on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the Notes (including interest on Notes tendered for purchase in accordance with Section 3.01 hereof).

(d) Pending the use of monies held in the Letter of Credit Fund, the Trustee shall invest such monies upon the direction of an Authorized Officer in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than the earlier of (i) thirty (30) days from the date of such investment, or (ii) the date as of which the Trustee shall have declared the Notes to be due and payable in accordance with Section 7.01(b) hereof. Income from such investments shall be credited to the Letter of Credit Fund.

Section 5.03 The Letter Of Credit.

(a) So long as any Notes are Outstanding under this Indenture, the City covenants and agrees to maintain the Letter of Credit for the benefit of the holders of the Notes. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of the Notes, or (ii) to pay the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount not less than fifty-nine (59) days interest on the Notes (calculated at the rate of ten percent (10%) per annum) (i) to pay interest on the Notes, or (ii) to pay the portion of the purchase price equal to the accrued interest, if any, on the Notes delivered to it for purchase.

(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer the Letter of Credit except to a successor Trustee designated in accordance with the terms and provisions hereof.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the terms thereof to make timely payments of the principal of and interest on the Notes (other than Pledged Notes) as the same become due whether upon maturity, redemption or acceleration or on an Interest Payment Date. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered Notes in accordance with Section 3.04(d) hereof.

(d) During any period when the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate or a Fixed Rate, commencing on the date on which such Notes begin to bear interest at a Short-Term Intermediate Rate or a Fixed Rate, and on the first (1st) Business Day of each calendar month thereafter while such Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such Notes, plus (ii) the interest that would accrue on such Notes from such day to and including the first (1st) Business Day of the following month assuming such Notes remain Outstanding until such day, calculated (x) at the actual rate of interest on such Notes for any day interest is to accrue at a rate known on the day such draw is made, and (y) at the rate of ten percent (10%) for any day interest is to accrue at a rate unknown on the date such draw is made. Notwithstanding the deposit of any such monies under the Indenture and the reimbursement of the Bank for any such drawing under the Letter of Credit, the City shall have no right, title and interest in and to such monies, which shall be held exclusively for the holders of the Notes in accordance with the provisions of this Indenture. In the event the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount thereof to an amount sufficient to pay the principal amount of the Notes plus four hundred (400) days interest with respect to Notes bearing interest at a Short-Term Intermediate Rate and two hundred fifteen days (215) interest with respect to Notes bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under the Letter of Credit in accordance with paragraph (c) of this Section 5.03 rather than this paragraph (d).

Section 5.04 Alternate Letter Of Credit.

(a) Upon not fewer than thirty (30) Business Days written notice to the Trustee, the Remarketing Agent and the Bank, and the satisfaction of conditions specified in this Section 5.04, the City may deliver to the Trustee an irrevocable letter of credit in substitution for the letter of credit then held by the Trustee. Upon receipt of

notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit (which notice shall be given not fewer than twenty (20) Business Days prior to the proposed delivery date thereof). The extension of the scheduled expiration date of the Letter of Credit shall not be subject to the provisions of this Section 5.04.

(b) Any Alternate Letter of Credit shall be an irrevocable letter of credit issued by one or more commercial banks having the same material terms and provisions as the Letter of Credit delivered upon the original issuance of the Notes.

(c) On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if the Notes are rated by Moody's, and from S&P, if the Notes are rated by S&P, in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of the Bank issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of the Notes bear interest at a Short-Term Intermediate Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all Notes that bear interest at a Short-Term Intermediate Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.04, the Trustee shall accept such Alternate Letter of Credit and, when all outstanding draws on the existing Letter of Credit have been honored, shall concurrently surrender the existing Letter of Credit to the Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period and all conditions precedent to the effectiveness of the Alternate Letter of Credit have been satisfied, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.05 Tax Levy To Reimburse Bank Or Pay Notes.

Unless an Authorized Officer shall certify to the Bank on or before [_____ 2006] [thirty (30) days prior to the maturity date] that sufficient funds are legally available and will be used to reimburse the Bank on _____, 2007 [the maturity date] for drawings under the Letter of Credit to pay the principal of and interest on, or the purchase price of, the Notes, or to pay directly the principal of and interest on, or purchase price of, the Notes,

a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before _____, 2008, [one (1) year after the maturity date] or to pay the principal of and interest on, or the purchase price of, the Notes if the Bank shall have failed to honor a properly presented and conforming draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on, or the purchase price of, the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

An Authorized Officer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the applicable account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.06 Insufficiency Of Taxes To Reimburse Bank.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then an Authorized Officer is hereby directed to make such payments in accordance with the Reimbursement Agreement from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in anticipation of the collection of the taxes.

Section 5.07 Notes Not Presented For Payment.

(a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if monies sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders, the Trustee shall segregate and hold such monies in a trust account separate and apart from the other funds and accounts held hereunder, without liability to Noteholders for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture. Any such monies shall be invested in conformity with the provisions of paragraph (d) of Section 5.02 hereof relating to monies in the Letter of Credit Fund.

(b) Any monies which the Trustee shall segregate and hold in trust for the payment of the principal of or interest on, or the purchase price of, any Note and which shall remain unclaimed for two (2) years after such principal or interest or purchase price has become due and payable shall, upon the City's, and, so long as

the Reimbursement Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed monies to the City, the holder of such Note shall thereafter look only to the City for the payment thereof, unless an abandoned property law of the State designates another person, and all liability of the Trustee and the Bank with respect to such monies shall thereupon cease.

Article VI.

General Covenants Of City.

Section 6.01 Pledge Of Full Faith, Credit And Resources Of The City.

The Notes are direct and general obligations of the City for the payment of which the City hereby pledges its full faith, credit and resources. The principal of and interest on the Notes shall be paid by the City as the same become due at the place, at the time and in the manner provided herein and in the Notes from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose.

Section 6.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of the Notes by the holders from time to time of the Notes, the provisions of this Indenture and any Supplemental Indenture shall constitute a contract among the City, the Trustee and the Owners from time to time of the Notes.

Section 6.03 Performance Of Covenants.

The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.04 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the holders of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other monies

on deposit in any fund or account maintained in respect of the Notes (whether such monies were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to comply with all covenants, representations and assurances contained in any certificate or agreement executed and delivered by the City in connection with the issuance of the Notes; (iii) to establish with the Trustee a Rebate Fund into which the City shall deposit amounts required to be rebated to the United States; (iv) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (v) to file such forms, statements and supporting documents as may be required and in a timely manner; and (vi) if deemed necessary or advisable by its officers, to retain fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

Article VII.

Events Of Default And Remedies.

Section 7.01 Events Of Default.

Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

- (i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;
- (ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;
- (iii) a failure to pay the purchase price of any validly tendered Note under the provisions of Section 3.01 or 3.02 hereof, to the holder thereof upon the same Business Day such Note is tendered;
- (iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding.

Section 7.02 Remedies.

(a) Upon the occurrence and continuance of any Event of Default, the Trustee may, and at the written request of Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, and the Trustee shall give notice thereof to the City, the Remarketing Agent and the Bank, and shall give Notice by Mail thereof to all Owners of Outstanding Notes; provided, however, that no such declaration shall be effective following the occurrence of an Event of Default under clause (v) of Section 7.01 without the express consent of the Bank unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit.

(b) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of Noteholders owning not less than a majority in aggregate principal amount of the Notes then Outstanding or the Bank (but only if the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) and, in addition, receipt of indemnity to its satisfaction shall, in its own name and as the trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

Section 7.03 Rescission Of Notice Of Redemption; Restoration To Former Position.

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of any notice given by

the Bank pursuant to paragraph (c) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that it has withdrawn the notice given pursuant to paragraph (c) of Section 4.01 and that the Letter of Credit is in force and effect in the amount required by Section 5.03 hereof. Notice of such rescission and annulment shall be given by the Trustee to the City, the Remarketing Agent and the Bank prior to the notice to the Noteholders of such mandatory redemption.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders and the Remarketing Agent, respectively, shall be restored to their former positions and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

Section 7.04 Noteholders' Right To Direct Proceedings.

The Noteholders owning a majority in aggregate principal amount of the Notes then Outstanding hereunder or the Bank (but in the case of the Bank, only with respect to remedies not related to the enforcement of the tax covenants of the City and only if the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided, however, that (a) such direction shall not be in conflict with any rule of law or this Indenture, including, but not limited to, Section 7.02(a) hereof, (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction and (c) the Trustee need not take any action which might involve it in personal liability unless indemnified to its satisfaction or which might be unjustly prejudicial to the Noteholders not consenting to such direction.

Section 7.05 Limitation On Noteholders' Right To Institute Proceedings.

No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as herein above provided and unless also Noteholders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have made written

request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding, it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06 No Impairment Of Right To Enforce Payment.

Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note, or the purchase price thereof, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07 Proceedings By Trustee Without Possession Of Notes.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Trustee, the Bank or Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09 No Waiver Of Remedies.

No delay or omission of the Trustee, the Bank or any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application Of Monies.

Any monies received by the Trustee (except for proceeds of the remarketing of the Notes and monies drawn under the Letter of Credit, which shall be applied solely to the purposes for which such monies were received or drawn, as provided herein, but including such Letter of Credit monies if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Note Fund and all monies so deposited in the Note Fund during the continuance of an Event of Default (other than monies for the payment of Notes which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such monies shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the

amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, to the extent that any amounts are owed to the Bank under and pursuant to the Reimbursement Agreement.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of paragraph (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the monies shall be applied in accordance with the provisions of paragraph (a) of this Section 7.10.

Whenever monies are to be applied pursuant to this Section 7.10, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such monies and of the fixing of any such date by Notice by Mail to all Owners of Outstanding Notes and shall not be required to make payment to any Owner until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.11 Severability Of Remedies.

It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Article VIII.

Appointment And Duties Of Trustee And Remarketing Agent.

Section 8.01 Appointment Of Trustee.

The City hereby appoints [Name of Trustee], _____, _____, as Trustee, for the purposes and upon the express terms and conditions set forth herein. The

acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Noteholders by its delivery and their acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02 No Responsibility For Recitals.

The recitals, statements and representations contained in this Indenture or in the Notes, save only the Trustee's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness thereof. Nothing contained in this Section 8.02 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 8.03 Limitations On Liability.

The Trustee may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

Section 8.04 Compensation, Expenses And Advances.

The Trustee shall be entitled to reasonable compensation for its services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default hereunder. If any Event of Default under this Indenture shall otherwise exist, the Trustee shall have, in addition to any other rights hereunder, a lien, prior to the lien of the Noteholders and the Bank, for the payment of its compensation and the reimbursement of its expenses and any advances made by the Trustee, as provided in this section, upon the monies and

obligations in the Note Fund; provided, however, that such priority shall not relate or extend to (a) monies drawn under the Letter of Credit (unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit), (b) remarketing proceeds, (c) monies deposited with or paid to the Trustee for the payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof, or (d) funds held pursuant to Section 5.07 hereof; and provided further, however, that nothing contained in this Section 8.04 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required hereunder, or (ii) apply the proceeds of such draws to the payment of the principal of and interest on, or redemption or purchase price of, the Notes as required herein and in the Notes.

Section 8.05 Notice Of Events Of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Owners of at least a majority in aggregate principal amount of the Notes then Outstanding.

Section 8.06 Trustee To Maintain Office.

If the City has discontinued the use of D.T.C.'s book-entry system, the Trustee, or an agent or co-trustee thereof, shall maintain an office in New York, New York, where Notes may be presented for payment of the principal amount thereof upon maturity, redemption or tender.

Section 8.07 Good Faith Reliance.

The Trustee in the absence of negligence or bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided, however, that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

Neither the Trustee nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at the request of such person unless satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by an Authorized Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by an Authorized Officer.

Section 8.08 Dealings In Notes And With City.

The Trustee, the Bank and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09 Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent and the Bank, not fewer than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not fewer than twenty-one (21) days prior to such resignation date, to the Owners of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the resigning Trustee transfers and assigns the Letter of Credit in accordance with its terms to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letter of Credit. If the successor Trustee shall not have been appointed within a period of ninety (90) days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10 Removal Of Trustee.

The Trustee may be removed by the City at any time prior to an Event of Default by filing with the Trustee, the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee in accordance with its terms upon such removal.

Section 8.11 Appointment Of Successor Trustee.

In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by an Authorized Officer. After any appointment by an Authorized Officer, the City shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Remarketing Agent and the Bank, and shall cause Notice by Mail to be given to all Noteholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Letter of Credit to the successor Trustee in accordance with its terms.

Section 8.12 Qualifications Of Successor Trustee.

Every successor Trustee (a) shall be a commercial bank with trust powers or a trust company other than any issuer of the Letter of Credit (i) duly organized under the laws of the United States of America or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least Ten Million Dollars (\$10,000,000).

Section 8.13 Judicial Appointment Of Successor Trustee.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior

to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14 Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all monies and other assets at the time held by it hereunder.

Section 8.15 Successor By Merger, Consolidation Or Sale Of Assets.

Any corporation into which all or substantially all of the corporate trust business of any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or as a result of a sale of assets, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16 Standard Of Care; Action By Trustee.

Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least a majority in aggregate principal

amount of the Notes then Outstanding, and, if in its opinion such action may involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 8.16 shall permit the Trustee to delay the exercise of any mandatory power or direction hereunder, including but not limited to, giving of notice of mandatory tender or redemption, drawing upon the Letter of Credit at the times and in the manner set forth herein or declaring the Notes to be immediately due and payable in accordance with the terms and provisions of this Indenture.

Section 8.17 Duties Of The Trustee.

The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to any Authorized Officer and the Bank as shall be reasonably requested in writing by such Authorized Officer or the Bank.

Section 8.18 Remarketing Agent.

The City hereby appoints [Name of Remarketing Agent], as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Upon thirty (30) Business Days written notice, the Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any monies and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the

control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

Article IX.

Amendments To This Indenture.

Section 9.01 Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with the provisions of this Article IX.

Section 9.02 Amendments Without Noteholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to and with the written consent of the Bank, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to grant to or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iii) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any monies, securities or funds;

(v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 9.03(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms hereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the Bank and the consent of Noteholders of not less than sixty percent (60%) in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Trustee, or a reduction

in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes, the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Owners of Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Noteholders.

(c) Within six (6) months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms hereof and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 9.04 Effect Of Supplemental Indenture.

Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

*Article X.**Miscellaneous.*

Section 10.01 Defeasance.

(a) If the City shall pay or cause to be paid to the Noteholders, the principal of and interest to become due thereon, at the times and in the manner stipulated therein and in this Indenture and has paid to the Bank all obligations under the Reimbursement Agreement, then the pledge of any monies, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all monies or securities held by it pursuant to this Indenture which are not required for the payment or redemption of Notes not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Noteholders of all Outstanding Notes the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the City to the owners of such Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Notes that bear interest at a Fixed Rate or interest installments appertaining thereto shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this section if (i) in case any of said Notes are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such Notes, (ii) there shall have been deposited with or held by the Trustee either monies in an amount which shall be sufficient, or noncallable, nonprepayable Government Obligations the principal of and the interest on which when due will provide monies which, together with the monies, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Notes on and prior to the redemption date or maturity date thereof, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) in the event said Notes do not mature and are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid, a notice to the Owners of such Notes that the deposit required by (ii) above has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this section and stating such maturity

or redemption date upon which monies are to be available for the payment of the principal of and interest on said Notes. Neither Government Obligations nor monies deposited with the Trustee pursuant to this section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Notes; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Notes on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge, subject to any rights of the Bank under the Reimbursement Agreement.

(c) Upon the payment or the provision for payment of the Notes in accordance with this Section 10.01, the Trustee shall return the Letter of Credit to the Bank.

Section 10.02 Parties In Interest.

Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Trustee and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Trustee and the Noteholders. Section 6.02 hereof shall not be construed to limit or restrict any rights or benefits conferred on the Bank hereunder.

Section 10.03 Severability.

In case any one (1) or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.04 No Personal Liability Of Officials Of City.

No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes,

the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

Section 10.05 Counterparts.

This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.06 Governing Law.

The laws of the State shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder.

Section 10.07 Notices.

(a) Except as otherwise provided in this Indenture all notices, certificates, requests, requisitions or other communications by the City; the Trustee, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the City Comptroller's Office, Sixth Floor, 33 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller, Telecopier: () _____, if to the Trustee, at [Name of Trustee], _____, Chicago, Illinois _____ Attention: _____, Telecopier: () _____; if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; and if to the Bank, at _____, _____, _____ Attention: _____, Telecopier: () _____. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of the Letter of Credit, (iii) the delivery of an Alternate Letter of Credit as provided in Section 5.04 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the

Reimbursement Agreement or the Remarketing Agreement which, in the opinion of the City or the Trustee, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any defeasance, redemption or purchase for cancellation of all the Notes, (viii) any change in the Interest Rate Determination Method for the Notes (or Subseries, if applicable), (ix) notice of any extension of the scheduled expiration date of the Letter of Credit or (x) notice of any declaration under Section 701(b) of this Indenture, directly to: Moody's at 99 Church Street, New York, New York 10007, Attention: Structured Finance Group, and to S&P at 55 Water Street, 38th Floor, New York, New York 10041, Attention: Public Finance-Structured Finance Group, or to such other address as shall be provided to the City for such notice.

Section 10.08 Business Days And Times.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.09 Repealer.

To the extent that any ordinances, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this Indenture.

Section 10.10 Representations Of Trustee.

The Trustee hereby represents and warrants to the City that neither the Trustee nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

In Witness Whereof, The City of Chicago has caused this Indenture to be executed by its City Comptroller, attested by its City Clerk and its corporate seal to be affixed hereto; and [Name of Trustee], as Trustee, has caused this Indenture to be executed by one of its Authorized Signatories, attested by one of its Authorized Signatories and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago

City Comptroller

[Seal]

Attest:

City Clerk

[Name of Trustee], as Trustee

Title

[Seal]

Attest:

Title:

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Note.

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Note.

(Front Side)

Registered
Number _____

Principal Amount
\$ _____

C.U.S.I.P.
Number _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Tender Note,
Series 2005.

Maturity Date: _____ Date of Original Issue: _____

Interest Rate Determination Method: _____ Interest Rate (Fixed Rate Only): _____

Registered Owner: _____

Principal Amount: _____

The City of Chicago (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture as hereinafter defined, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates determined in the manner and on the dates set forth herein. The principal, purchase price and redemption price of this Note are payable at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Trustee in the manner provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

1/11/2005

SPECIAL MEETING

40633

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of the City to be impressed or reproduced hereon and this Note to be signed by the manual or facsimile signatures of the Mayor and City Comptroller and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

[Seal]

Mayor, City of Chicago

Attest:

City Clerk, City of Chicago

City Comptroller, City of Chicago

Date: _____

Certificate Of Authentication.

This is to certify that this Note is one of the Notes described in the within mentioned Indenture.

as Trustee

By: _____
Authorized Signature

Date: _____

[D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

(Form Of Note -- Reverse Side)

1. Authorization. This Note is one (1) of the duly authorized General Obligation Tender Notes, Series 2005 of the City of Chicago (the "Notes"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of January 1, 2005, from the City to the Trustee (the "Indenture"), for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library Fund (Maintenance and Operation), Chicago Public Library Fund (Building and Sites) and City Relief Fund (General Assistance) purposes for the year 2005.

2. Definitions. Any term used herein but not defined herein shall be defined as in the Indenture.

3. Source Of Payments. The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "Letter of Credit") of [Name of Letter of Credit of Bank] (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms on _____, _____ unless extended by the Bank or sooner terminated pursuant to the terms of the Letter of Credit. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount sufficient to pay accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Trustee to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City

pledges its full faith, credit and resources, and each such Note shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. **Interest Rate.** Interest on the Notes will be paid at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through its Authorized Officer, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below). Distinct portions of the aggregate principal amount of the Notes (a "Subseries") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one (1) or more other distinct portions of the aggregate principal amount of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Subseries of the Notes bearing interest at a Short-Term Intermediate Rate may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods, all as set forth in the Indenture.

When interest is payable at a Weekly Rate or Short-Term Intermediate Rate it will be computed on the basis of the actual number of days elapsed over a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable, and when payable at a Fixed Rate, on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

5. **Interest Payment And Record Dates.** Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest has been paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first (1st) column below, interest accrued during the period (an "Interest Period") set forth in the second (2nd) column will be paid on the date (an "Interest Payment Date") set forth in the third (3rd) column to Noteholders of record on the date (a "Record Date") set forth in the fourth (4th) column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first (1 st) day on which the Notes (or Subseries, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First (1 st) Business Day of each month and at maturity	Last Business Day before the Interest Payment Date

Rate	Interest Period	Interest Payment Date	Record Date
Short-Term Intermediate	From one (1) to three hundred sixty-six (366) days as determined for the Notes (or Subseries, if applicable) pursuant to the Indenture ("Short-Term Intermediate Rate Period")	First (1 st) Business Day immediately following the applicable Short-Term Intermediate Rate Period and at maturity	Last Business Day before the Interest Payment Date
Fixed	From any Interest Payment Date or the first (1 st) day on which Notes (or Subseries, if applicable) bear interest at a Fixed Rate through each succeeding January 30, July 30 or the day preceding the maturity date	The day following the end of the Interest Period	The fifteenth (15 th) day of January or July preceding the Interest Payment Date

The term "Business Day" is defined in the Indenture.

6. Method Of Payment. Noteholders must surrender Notes to the Trustee to collect principal or the redemption price (see "Tenders" below). All payments of interest on the Notes shall be paid by the Trustee to Noteholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date or special interest payment date, as applicable, to the persons entitled thereto at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Notes is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note under the provisions of this paragraph 7 at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When interest on the Notes (or Subseries, if applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note

or portion thereof, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount and Subseries, if applicable, of the Note and the purchase date (which must be a Business Day at least seven (7) days after delivery of such notice to the Remarketing Agent); and

(ii) the Note to the Trustee (see address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below), or while the Notes are in Book-Entry form, other delivery arrangements satisfactory to the Trustee shall have been made.

Notes Not So Tendered On The Applicable Optional Tender Date Pursuant To Paragraph (a) Above Shall Be Deemed Tendered By The Noteholder Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(b) Mandatory Tenders. The Notes (or Subseries, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Noteholders Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(i) Mandatory Tender On Each Interest Payment Date During Short-Term Intermediate Rate Period. When the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, such Notes shall be subject to mandatory tender as provided above on the Interest Payment Date for such Notes. If Notes are also subject to mandatory tender under paragraph (ii) below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) Mandatory Tender Upon A Change In The Interest Rate Determination Method For The Notes. On the effective date of a change in the Interest Rate Determination Method for the Notes (or Subseries, if applicable) such Notes are subject to mandatory tender as provided above on the effective date of such change.

(iii) Mandatory Tender For Failure To Extend Or Replace The Letter Of Credit. On the fifth (5th) Business Day prior to the then applicable scheduled expiration date of the Letter of Credit if on the fifteenth (15th) day preceding the scheduled expiration date of the Letter of Credit occurring prior to the final maturity of the Notes, the Letter of Credit has not been extended or an Alternate Letter of Credit has not been delivered.

(c) Payment Of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the Note must conform in all respects to the description contained in the applicable notice delivered by the Noteholder pursuant to paragraph 7(a)(i) above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the Notes are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made. Any Note delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Noteholder with the signature of such Noteholder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc.. The Trustee may refuse to accept tender of a Note delivered to the Trustee if a proper instrument of transfer is not provided.

(d) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices To Remarketing Agent:

[Name of Remarketing Agent]

Attention: _____

Telephone: (____) _____

Notes (if applicable) And
Notices To Trustee:

[Name of Trustee]

Attention: _____

Telephone: (____) _____

These addresses may be changed by notice mailed by first class mail to the Noteholders at their addresses shown in the registration books maintained by the Trustee.

(e) Effect Of Redemption Or Mandatory Tender. Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date, and Notes optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

8. Redemption Of Notes Prior To Maturity. All redemptions will be made at a redemption price equal to one hundred percent (100%) of the principal amount of the Notes being redeemed plus interest, if any, accrued to the redemption date, as follows:

(a) Optional Redemption. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, such Notes may be redeemed in whole or in part at the option of the City on the first (1st) Business Day of any month. The Notes (or Sub-series, if applicable) are not subject to optional redemption during any Short-Term Intermediate Rate Period or any Fixed Rate Period.

(b) Mandatory Redemption For Failure To Reinstate The Letter Of Credit Upon An Event Of Default Under The Reimbursement Agreement Or Not More Than Sixty (60) Days Following The Last Date For Payment Of Taxes. All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of the Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, (ii) in the event the Trustee receives notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement or (iii) not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Notes were deposited.

(c) Notice Of Redemption. Notice of the redemption of Notes shall be given by the Trustee by first class mail to each Noteholder at his or her address shown on the registration books of the Trustee: (i) in the case of the redemption of Notes pursuant to paragraph 8(a) hereof and clause (iii) of paragraph 8(b) hereof, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and (ii) in the case of the redemption of Notes pursuant to clause (i) or (ii) of paragraph 8(b) hereof, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of the notice from the Bank described in clause (i) or (ii) of paragraph 8(b) hereof. Failure to give any required notice of optional redemption as to any Notes or any defect therein shall not affect the validity of the call for redemption of any Notes in respect of which no failure or defect occurs.

Failure to give any required notice by mail of mandatory redemption of any Notes or any defect therein shall not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect Of Notice Of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are issuable in fully registered form in Authorized Denominations. A holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may exchange Notes in accordance with the Indenture. The Trustee may require a Noteholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged for other Notes at the principal office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Noteholder of this Note shall be treated as the owner of this Note for all purposes.

11. Unclaimed Money. If monies for the payment of principal, interest or purchase price remain unclaimed for two (2) years, the Trustee will, upon the request of the City and with the consent of the Bank, pay such monies to or for the account of the City. Thereafter, Noteholders entitled to such monies must look only to the City and not to the Trustee or the Bank for payment.

12. Amendment And Supplement; Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of sixty percent (60%) in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults And Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of a majority in aggregate principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as

provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication. This Note shall not be valid until the Trustee executes the certificate of authentication on this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as Ten. Com. (= tenants in common), Ten. Ent. (tenants by the entireties), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= custodian) and U.G.M.A. (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I or we assign and transfer to

Insert social security or other identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee) this Note and irrevocably appoint _____ as agent to transfer this Note on the books

of the City. The agent may substitute another to act for such agent.

Dated: _____

Signed: _____

(Sign exactly as name appears on the others side of this Note)

Signature guaranteed: _____

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH
AND WAIVER OF CERTAIN PERMIT FEES FOR SENIOR SUITES
CHICAGO CHATHAM, L.L.C. FOR CONSTRUCTION OF
AFFORDABLE HOUSING AT 8300 SOUTH COTTAGE
GROVE AVENUE FOR SENIOR CITIZENS.

The Committee on Finance submitted the following report:

CHICAGO, January 10, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement and fee waiver with Senior Suites Chicago Chatham, L.L.C., amount of loan not to exceed \$5,135,905, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds (the "HOME Funds") available to

participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Senior Suites Chicago Chatham, L.L.C., an Illinois limited liability company (the "Borrower") of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member (the "Sole Member"), in an amount not to exceed Five Million One Hundred Thirty-five Thousand Nine Hundred Five Dollars (\$5,135,905) (the "Loan"), to be funded from HOME Funds Corporate and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), which was established by the City, has established the Affordable Rents for Chicago program (the "A.R.C. Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans; and

WHEREAS, The Trust Fund is considering making a loan in the approximate amount of One Million Thirty-five Thousand Dollars (\$1,035,000) from A.R.C. Program funds (the "A.R.C. Loan") to the Borrower, which loan may reduce the amount of the first mortgage loan to be made to the Borrower as described in Exhibit A hereto (the "First Mortgage Loan") and which A.R.C. Loan may be secured by a mortgage junior to the mortgages securing the First Mortgage Loan and the Loan, but the making of such A.R.C. Loan is not a condition to the Loan; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Given the applicable restrictions with respect to maximum rent and maximum income for the residents of the Property (as described in Exhibit A hereto) which are imposed by the sources of financing for the Project described herein, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the Property.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Borrower: Senior Suites Chicago Chatham, L.L.C., an Illinois limited liability company (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member (the "Sole Member"), and others to be hereafter selected as additional members.

Project: Construction of a building to be located at approximately 8300 South Cottage Grove Avenue, Chicago, Illinois 60619 (the "Property") and of 90 dwelling units contained therein as studio and one-bedroom units for low- and moderate-income senior citizens and of approximately 50 on-site parking spaces.

Loan: Source: Home Program/Corporate Funds/Program Income.
Amount: Not to exceed \$5,135,905.
Term: Not to exceed 30 years.
Interest: Not to exceed 3% per annum.
Security: Non-recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: Not to exceed \$2,070,000.
Term: Not to exceed 30 years.
Source: Harris Trust and Savings Bank or another financial institution acceptable to the Commissioner.
Interest: During the construction period, an adjustable rate equal to the prime rate of interest in effect from time to time, plus 1% per annum; thereafter, either an adjustable or a fixed rate to be determined which shall not exceed 12% per annum.
Security: First Mortgage on the Property.
2. Low-Income
Housing Tax
Credit
("L.I.H.T.C.")
Proceeds: Approximately \$6,945,043.
Source: To be derived from the syndication by the Sole Member of \$858,271 L.I.H.T.C. allocation by the City.

3. Amount: \$100.
Source: Sole Member.

Exhibit "B".

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote readouts are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Department Of Housing.

Low-Income Housing Tax Credit 3% Departmental Administrative/Service Fee.

DESIGNATION OF STATEWAY ASSOCIATES, L.L.C. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND OTHER
MATTERS PERTAINING THERETO FOR
CONSTRUCTION OF AFFORDABLE
HOUSING WITHIN 35TH/STATE
TAX INCREMENT FINANCING
REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Stateway Associates, L.L.C. and the authority to approve a transfer of tax-exempt bond to the Chicago Housing Authority, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rules 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on January 14, 2004 and published at pages 17005 -- 17119 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for 35th/State Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on January 14, 2004 and published at pages 17121 -- 17126 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on January 14, 2004 and published at pages 17128 -- 17132 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Stateway Associates, L.L.C., an Illinois limited liability company ("Stateway") and the Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, 310 ILCS 10/1, et seq. (the "C.H.A.") are entering into a ninety-nine (99) year lease for the real property that is bounded by 35th Street on the north, State Street on the east, 39th Street on the south, and the Chicago Rock Island and Pacific Railroad on the west, in Chicago, Illinois (the "Property"), on which Stateway (or a to-be-formed entity that will be wholly-owned by Stateway and/or its current members, herein "Affiliate") will construct thirty-nine (39) buildings consisting of a mix of a mid-rise building, townhomes, three (3), four (4), five (5) and six (6) flats, and single-family homes, having in aggregate, three hundred eleven (311) residential units (as described more fully in the Park Boulevard Project Redevelopment Agreement attached hereto as Exhibit A, the "Project"); and

WHEREAS, Of the three hundred eleven (311) residential units, up to one hundred (100) shall, upon completion of construction, be conveyed by Stateway (or Affiliate, as applicable) to Park Boulevard 1B, L.P., an Illinois limited partnership ("Rental Owner"), which will thereafter own and operate such units as rental units that constitute replacement public housing units and that shall be subject to rent restrictions and rented only by households earning sixty percent (60%) or less of the median income for the City of Chicago; and

WHEREAS, The Project is necessary for the redevelopment of the Area; and

WHEREAS, Stateway, Rental Owner and Affiliate, if applicable (collectively referred to as the "Developer") will be obligated to undertake the Project in accordance with

the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to its Resolution 04-CDC-52 adopted by the Community Development Commission of the City of Chicago (the "Commission") on July 13, 2004, the Commission published notice pursuant to Section 5/11-74.4-4(c) of the Act of the City's intention, acting through the Department of Planning and Development ("D.P.D."), to negotiate a redevelopment agreement with the Developer for the Project and to request alternative proposals for redevelopment of the Property; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution 04-CDC-52, the Commission has recommended that the Developer be designated as developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; and

WHEREAS, Pursuant to Section 146 of the Internal Revenue Code of 1986, as amended, the City, as a constitutional home rule city, is allocated a certain amount of volume cap per calendar year in connection with the issuance of tax-exempt bonds by the City; and

WHEREAS, The Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1, et seq., as amended, provides, among other things, that the corporate authorities of any home rule unit may reallocate all or any portion of its unused allocation of volume cap; and

WHEREAS, The City may be allocated volume cap in calendar year 2005, some of which may be unused and become available ("2005 Cap"); and

WHEREAS, The C.H.A. wishes to issue up to Twelve Million Five Hundred Thousand Dollars (\$12,500,000) of tax-exempt multi-family housing bonds (the "C.H.A. Bonds") in order to fund a portion of the costs of constructing the Project and has been advised by its bond counsel that all or a portion of the C.H.A. Bonds requires the allocation of volume cap; and

WHEREAS, The C.H.A. has requested that the City reallocate a portion of its unused 2005 Cap, if available, to the C.H.A. for the C.H.A. Bonds, pursuant to an intergovernmental agreement between the City and the C.H.A. for that purpose; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement among the Developer and the City, substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council hereby finds that the City is authorized to issue its tax increment allocation revenue obligations in an aggregate maximum principal amount not to exceed Twelve Million Dollars (\$12,000,000) for the purpose of paying a portion of the eligible redevelopment project costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an amount not to exceed Twelve Million Dollars (\$12,000,000) for the payment of a portion of the eligible redevelopment project costs included within the Project. The borrowing shall be evidenced by notes of the City as follows: (i) a note of the City in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Tax Exempt Note"); and (ii) a note of the City in an amount not to exceed Two Million Dollars (\$2,000,000) (the "Taxable Note"). The notes shall be issued and each shall be designated "Tax Increment Allocation Revenue Note 35th/State Tax Increment Financing Redevelopment Project Area Project" (each, a "Note", and collectively, the "Notes"). The Notes shall be dated as of the date of delivery thereof, shall bear the date of authentication, shall be in fully registered form, shall be in the denomination of the maximum outstanding principal amount thereof and shall become due and payable as provided therein.

The Notes shall bear interest at fixed interest rates per annum equal to the interest rates set forth in the Redevelopment Agreement. Interest on the Taxable Note shall be subject to federal income taxes. Interest on the Notes shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

Accrued and unpaid interest on each Note shall compound on January 1 of each year and thereafter bear interest at the same fixed interest rate that applies to the principal of the Notes.

The principal of and interest on each Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar") (or, at the City's sole election, by wire transfer of funds), payable in lawful money of the United States of America to the persons in whose name such Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of such Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City.

The seal of the City shall be affixed to or a facsimile thereof printed on each Note, and each Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any such Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for such Note, and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Notes (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the Registrar of the City for the Notes. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Notes.

Upon surrender for a transfer of any Note authorized under the Redevelopment Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Commissioner (or his

or her designee) on the instrument of transfer, and (iv) any deliveries required under the Redevelopment Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, and for a like aggregate principal amount. The execution by the City of a fully registered Note shall constitute full and due authorization of such Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange any Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice of redemption of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The person in whose name a Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of a Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 7. The principal of the Notes shall be subject to determination, reduction and prepayment as provided in the form of the Notes attached to the Redevelopment Agreement as (Sub)Exhibits J-1A and J-2A and as provided in the Redevelopment Agreement, including, without limitation, Sections 4.03, 8.05 and 15.02 thereof. As directed by the Commissioner, the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Payment Schedule attached to each Note the amount of any payment of principal or interest on such Notes, including the amount of any redemption or prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

SECTION 9. The Notes shall be prepared in substantially the form attached hereto as (Sub)Exhibits J-1A and J-2A to the Redevelopment Agreement.

SECTION 10. The Notes hereby authorized shall be executed as provided in this ordinance and the Redevelopment Agreement and thereupon be deposited with the Commissioner, and be by said Commissioner delivered to the Developer.

SECTION 11. (a) Special Tax Allocation Fund. Pursuant to the T.I.F. Ordinance, the City has created a special fund, designated as the 35th/State Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund (the "Tax Allocation Fund").

The Comptroller of the City is hereby directed to maintain the Tax Allocation Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank which is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the T.I.F. Ordinance, all incremental ad valorem taxes received by the City for the Area are to be deposited into the Tax Allocation Fund.

(b) Tax Allocation Fund Subaccount. There is hereby created within the Tax Allocation Fund a subaccount to be known as the "Park Boulevard Project Account". The City shall designate and deposit into the Park Boulevard Project Account an amount equal to the incremental ad valorem taxes deposited into the Tax Allocation Fund attributable to increases in the equalized assessed value of the tax parcels comprising the Project (the "Available Incremental Taxes"). Subject to the terms and conditions of the Redevelopment Agreement, the City shall use the Available Incremental Taxes to make payments with respect to the Notes until the Notes have been fully repaid. In the event that an event of default under the Redevelopment Agreement entitles the City to permanently terminate further payments of City Funds (as defined in the Redevelopment Agreement) with respect to any Note, the City may in its discretion, return the amounts in the Park Boulevard Project Account established above that would otherwise be allocated to the payment of the Note to the Tax Allocation Fund of the City and the Park Boulevard Project Account shall be closed.

(c) Pledge Of Park Boulevard Project Account. The City hereby assigns, pledges and dedicates the Park Boulevard Project Account, together with all amounts on deposit in the Park Boulevard Project Account, to the payment of the principal of and interest, if any, on the Notes when due under the terms of the Redevelopment Agreement, including specifically, but without limitation, Section 4.03 thereof. Upon deposit, the monies on deposit in the Park Boulevard Project Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Park Boulevard Project Account. All monies on deposit in the Park Boulevard Project Account shall be used to pay the principal of and interest on the Notes at maturity or upon payment or redemption prior to maturity, in accordance with their terms, which payments are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Notes and the Redevelopment Agreement in accordance with their terms (or the termination

of the City's obligation to make such payments), the amounts on deposit in the Park Boulevard Project Account shall be deposited in the Tax Allocation Fund of the City and the Park Boulevard Project Account shall be closed.

SECTION 12. The Notes are special limited obligations of the City, and are payable solely from amounts on deposit in the Park Boulevard Project Account, and shall be a valid claim of the registered owner thereof only against said source. The Notes shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Notes shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Notes.

SECTION 13. Monies on deposit in the Park Boulevard Project Account may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Notes.

SECTION 14. Upon issuance, each Note shall have an initial principal balance equal to the Developer's prior expenditures for T.I.F.-Funded Improvements (as such terms are defined in the Redevelopment Agreement), taking into account any prior consideration for such T.I.F.-Funded Improvements in determining the balance of any previously issued Note(s), up to their respective maximum principal amounts. After issuance, the principal amount outstanding under any Note shall be its initial principal balance of such Note, as the same may be increased from time to time in accordance with the terms of the Redevelopment Agreement, plus interest thereon, minus any principal amount and interest paid on the Note and other reductions or adjustments in principal as are provided for in the Redevelopment Agreement.

SECTION 15. The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of the Notes and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 16. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Notes. All covenants relating to the Notes are enforceable by the registered owners of the Notes.

SECTION 17. The City hereby authorizes the City Comptroller (the "Comptroller") or, if so designated and determined by the Comptroller, the Chief Financial Officer of the City (as defined below) (the Comptroller or the Chief Financial Officer, if so designated, being referred to herein as the "Authorized Officer"), to reallocate, effective on the date of issuance of the C.H.A. Bonds, up to Twelve Million Five Hundred Thousand Dollars (\$12,500,000) of the City's unused 2005 Cap (the

“Reallocation”) for application by the C.H.A. to the C.H.A. Bonds; provided that if the C.H.A. Bonds are not issued as of or prior to 11:00 P.M. on December 31, 2005, the Reallocation shall not be made. The exact amount of the Reallocation shall be determined by the Authorized Officer based on the best interests of the City and on the amount of 2005 Cap available at the time of the Reallocation. The Authorized Officer is further authorized to determine, based on the best interests of the City, the amount, if any, of any compensation to be paid by the C.H.A. to the City in consideration for the Reallocation. Any such compensation paid to the City is hereby appropriated and shall be used for any lawful corporate purposes of the City. After the Reallocation has been made, the Authorized Officer shall file a certificate with the City Clerk stating the amount of 2005 Cap reallocated to the C.H.A. pursuant to this ordinance.

As used herein, the term “Chief Financial Officer” shall mean the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the City Comptroller.

SECTION 18. In connection with the Reallocation, the Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to enter into such agreements with the C.H.A. and other documents as shall be deemed necessary or desirable by the Authorized Officer.

SECTION 19. The City shall waive those certain fees, if applicable, imposed by the City with respect to one hundred (100) Rental Units in the Project as more fully described in Exhibit B attached hereto and made a part hereof. The Rental Units shall be deemed to qualify as “Affordable Housing” for purposes of Chapter 16-18 of the Municipal Code of Chicago. Given the applicable restrictions with respect to the maximum rents and maximum income for the residents of the Project which are imposed by the sources of financing for the Project, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the Property.

SECTION 20. The Mayor, the Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 21. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 22. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed

to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

SECTION 23. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Park Boulevard Project Redevelopment Agreement.

This Park Boulevard Project Redevelopment Agreement (the "Agreement") is made as of this _____ day of _____, 200__, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Stateway Associates L.L.C., an Illinois limited liability company ("Developer"), [_____] a to-be-formed entity wholly owned by Developer or its current members], and Park Boulevard 1B, L.P., an Illinois limited partnership("Rental Owner").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Section VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals, and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in order to enhance the local tax base and create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (2002 State Bar Edition), as amended from time-to-time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment under the provisions of the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 14, 2004: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 35th/State Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 35th/State Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 35th/State Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"). Collectively the three (3) ordinances are defined as the "T.I.F. Ordinances". The Redevelopment Area (as defined below) is legally described on (Sub)Exhibit A.

D. The Project: Developer previously entered into a Redevelopment Agreement dated _____, 200__ (the "C.H.A. Redevelopment Agreement") with the Chicago Housing Authority ("C.H.A.") and The Habitat Company for the construction by Developer of one thousand three hundred sixteen (1,316) housing units, including replacement public housing, on sites located within the Bronzeville Tax Increment Financing Redevelopment Project Area and the 35th/State Tax Increment Financing Redevelopment Project Area (the "35th/State Redevelopment Area"). The project contemplated by this Redevelopment Agreement is for the construction of three hundred eleven (311) of those units on a site in the 35th/State Redevelopment Area that is generally bounded by 35th Street on the north, State Street on the east, 39th Street on the south, and the Chicago Rock Island and Pacific Railroad on the west, in Chicago, Illinois (the "Property"). C.H.A. has leased the Property to Developer pursuant to a ninety-nine (99) year master groundlease. The Property is approximately thirty-six and forty-seven hundredths (36.47) acres, and is located wholly within the Redevelopment Area. A legal description of the Property is stated in (Sub)Exhibit B-1. The Property is currently undeveloped and subject to the zoning requirements stated in Residential-Business Planned District Number 897 (including any approved amendment thereof, the "P.D."). Developer plans to construct thirty-nine (39) new buildings, which will be a mix of mid-rise, townhomes, three (3), four (4), five (5) and six (6) flats, and single-family homes. The buildings will collectively comprise: three hundred eleven (311) residential units consisting of one hundred (100) Rental Units, seventy-two (72) Affordable For Sale Units and one hundred thirty-nine (139) Market Rate For Sale Units; three hundred eleven (311) parking spaces; and approximately sixteen thousand eight hundred thirty (16,830) square feet of retail space. The new construction work is collectively defined as the "Project". A site plan for the Project dated _____, 200__ (the "Site Plan") is (Sub)Exhibit B-2. As part of the overall Project, after construction, the Rental Units will be conveyed to the Rental Owner. The completion of the Project would not reasonably be anticipated to occur without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement, the P.D. and the City of Chicago 35th/State Redevelopment Project Area

Tax Increment Finance Program Redevelopment Plan and Project dated May 29, 2003, as revised on October 7, 2003 (the "Redevelopment Plan") and as amended from time to time.

F. City Financing And Assistance: Subject to the terms and conditions of this Agreement, the City will issue the Notes to Developer in the amounts stated in Section 4.03. The City will make payments of principal and interest on the Notes to reimburse Developer with the Available Incremental Taxes for the cost of T.I.F.-Funded Improvements. In addition, the City may, in its discretion, issue tax increment allocation bonds ("T.I.F. Bonds") secured by Incremental Taxes (as defined below) pursuant to a T.I.F. bond ordinance (the "T.I.F. Bond Ordinance"), at a later date as described and conditioned in Section 4.08 hereof. The proceeds of the T.I.F. Bonds (the "T.I.F. Bond Proceeds") may be used to pay for the costs of the T.I.F. Funded Improvements not previously paid for from Available Incremental Taxes, including any such payment made under the Notes provided to Developer under this Agreement.

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Agreement.

Section One.

Recitals.

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part of this Agreement.

Section Two.

Definitions.

For purposes of this Agreement the following terms shall have the meanings stated below:

"35th/State Redevelopment Area" has the meaning defined in the recitals.

"35th/State Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the redevelopment area into which the incremental taxes (as defined below) will be deposited.

"Act" has the meaning defined in the recitals.

"Actual Residents of the City" has the meaning defined for such phrase in Section 10.02(c).

"Affiliate" means any individual, corporation, partner, partnership, trust or entity which owns or controls a controlling interest, or is owned or controlled by, or is under common ownership or control with, in whole or in part, a developer party or any successor to a developer party or its respective subsidiary(ies) or parent(s).

"Affordable For Sale Units" shall mean seventy-two (72) for sale units sold to qualified households for an affordable price.

"Affordable Price" means an amount less than or equal to the price at which monthly homeownership costs for the Affordable For Sale Unit would total not more than thirty percent (30%) of household income for a qualified household.

"Agreement" has the meaning defined in the agreement preamble.

"A.M.I." shall mean Chicago-area median income, adjusted for family (as defined in 24 C.F.R. Part 5.403) size, as determined from time to time by H.U.D.

"Available Incremental Taxes" means an amount equal to one hundred percent (100%) of the incremental taxes (as defined below) deposited after the closing date in the 35th/State Redevelopment Project Area Special Tax Allocation Fund (as defined below) attributable to the taxes levied on the property, using the year 2002 as a base year for equalized assessed valuation.

"Available Project Funds" has the meaning defined for such phrase in Section 5.16(g).

"Bonds" has the meaning defined in Section 8.05.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the state.

"Certificate" means the certificate of completion of construction described in Section 7.01.

"Certificate of Expenditure(s)" means the certificates, in the forms of (Sub)Exhibits J-1A, J-1B, J-2A and J-2B hereto, issued by the City to increase, respectively, the principal amount of the notes.

"C.H.A. Residents" shall mean tenants who qualify as being eligible to occupy "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended, and as may hereafter be amended from time to time or any successor legislation, together with all regulations implementing the same.

"Change Order" means any amendment or modification to the scope drawings, the plans and specifications or the project budget (all as defined below) within the scope of Section 3.04.

"City" has the meaning defined in the Agreement preamble.

"City Contract" has the meaning defined in Section 8.01(m).

"City Council" means the City Council of the City of Chicago as defined in the recitals.

"City Funds" means the funds described in Section 4.03(a).

"City Group Member" has the meaning defined in Section 8.10.

"City Regulatory Agreement" means that certain regulatory agreement entered into on the date hereof by developer, rental owner and the City.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto.

"Condominium Act" shall mean the Illinois Condominium Property Act, 765 ILCS 605/1, et seq., as amended.

"Construction Contract" means that certain contract substantially in the form of (Sub)Exhibit E, to be entered into between developer and the general contractor (as defined below) providing for construction of the T.I.F.-funded improvements. The parties may agree that the construction contract may be provided after Closing.

"Construction Program" has the meaning defined in Section 10.03.

"Corporation Counsel" means the City's Office of Corporation Counsel.

"Developer" has the meaning defined in the Agreement preamble.

“Developer Parties” means, collectively, Developer and rental owner; “Developer Party” means any one of the Developer Parties.

“D.O.H.” means the City’s Department of Housing.

“D.P.D.” has the meaning defined in the Agreement preamble.

“Employer(s)” has the meaning defined in Section 10.01.

“Environmental Laws” means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago (as defined below).

“Equity” means funds of Developer Parties (other than funds derived from lender financing (as defined below)) available for the project, in the amount stated in (Sub)Exhibit K attached hereto, which amount may be increased under Section 4.07 (Cost Overruns).

“Event of Default” has the meaning defined in Section 15.01.

“Existing Materials” shall mean the hazardous materials and other environmental conditions described in any S.R.P. reports existing on the property prior to or as of the Closing Date.

“Existing Mortgages” has the meaning defined in Section 16.01.

“Financial Statements” means, for each of Developer and rental owner, the financial statements of such Developer Party regularly prepared by such Developer Party, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the lender(s) providing lender financing pursuant to Developer’s loan agreement(s), if any.

"For Sale Units" means collectively the Affordable For Sale Units and the market rate for sale units.

"General Contractor" means the general contractor(s) hired by Developer under Section 6.01.

"Governmental Charge" has the meaning defined in Section 8.18(a).

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"H.U.D." shall mean the United States Department of Housing and Urban Development.

"Human Rights Ordinance" has the meaning defined in Section 10.01(a).

"In Balance" has the meaning defined in Section 5.16(g).

"Incremental Taxes" means such ad valorem taxes which, pursuant to the T.I.F. adoption ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay redevelopment project costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the 35th/State Redevelopment Project Area Special Tax Allocation Fund.

"Indemnatee" and "Indemnitees" have the respective meanings defined in Section 13.01.

"Labor Department" has the meaning defined in Section 8.08.

"Lender Financing" means funds borrowed by Developer from lenders and available to pay for costs of the project, in the amount stated in (Sub)Exhibit K, if any.

"Market Rate For Sale Units" shall mean one hundred thirty-nine (139) For Sale Units that may be sold at the market rate without any income qualification or affordability requirements.

"M.B.E.(s)" has the meaning defined in Section 10.03.

“M.B.E./W.B.E. Program” has the meaning defined in Section 10.03.

“Monthly Homeownership Costs” shall mean the sum of the following estimated amounts:

(i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of monthly homeownership costs, rounded up to the nearest quarter ($\frac{1}{4}$);

(ii) annual estimated real property taxes, divided by twelve (12);

(iii) annual insurance premiums, divided by twelve (12), for homeowner’s insurance in the amount of the replacement value of the Affordable For Sale Unit; and

(iv) monthly condominium assessment payments or similar homeowner’s association payments, if applicable.

“Municipal Code” means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

“New Mortgage” has the meaning defined in Section 16.01.

“N.F.R.L.” shall mean a no further remediation letter issued pursuant to the S.R.P.

“Non-Governmental Charges” means all non-governmental charges, liens, claims or encumbrances relating to Developer Parties, the Property or the project.

“Note” means, as applicable, either the taxable note or the tax exempt note, and “Notes” means both such notes.

“Pay-As-You-Go Reimbursement” has the meaning defined in Section 4.03(e).

“P.D.” has the meaning defined in the recitals.

“Permitted Liens” means those liens and encumbrances against the buildings in the project and/or the project stated in (Sub)Exhibit G.

“Permitted Mortgage” has the meaning defined in Section 16.01.

"Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the project.

"Prior Expenditure(s)" has the meaning defined in Section 4.06.

"Procurement Program" has the meaning defined in Section 10.03.

"Project" has the meaning defined in the recitals.

"Project Budget" means the budget stated in (Sub)Exhibit C-1, showing the total cost of the Project by line item, as furnished by Developer to D.P.D., in accordance with Section 3.03.

"Property" has the meaning defined in the recitals.

"Qualified Household" means a single person, family or unrelated persons living together whose adjusted income is not more than one hundred twenty percent (120%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by H.U.D. for purposes of Section 8 of the United States Housing Act of 1937. As of the Closing Date, such income limitations are as follows:

Number Of Persons In Household	One Hundred Twenty Percent (120%) Of A.M.I.
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$

"Qualified Investor" means a qualified institutional buyer ("Q.I.B.") or a registered investment company, or a trust where certificates of participation are sold to Q.I.B.s or registered investment companies.

"Qualified Transfer of the Taxable Note" means the sale or assignment of the taxable note or pledge of the taxable note to a lender providing Lender Financing as long as:

(a) any sale or assignment is to a Qualified Investor with no view to resale or reassignment, or the City has given its prior written consent to such proposed sale or assignment; and

(b) any sale or assignment is subject to the terms and procedures of an acceptable investment letter; and

(c) any holder(s) of the taxable note acquired in a Qualified Transfer of the Taxable Note transaction must certify to the City that such holder(s) understand the terms and conditions associated with receiving payments of interest and principal on the taxable note.

“Qualified Transfer of the Tax Exempt Note” means the sale or assignment of the tax exempt note or pledge of the tax exempt note to a lender providing Lender Financing as long as:

(a) any sale or assignment is to a Qualified Investor with no view to resale or reassignment, or the City has given its prior written consent to such proposed sale or assignment; and

(b) any sale or assignment is subject to the terms and procedures of an acceptable investment letter; and

(c) any sale or assignment occurs after the issuance of the Certificate.

“Recorded Affordability Documents” means the City Regulatory Agreement, [C.H.A. _____] and [C.H.A. _____].

“Redevelopment Area” means the redevelopment project area as legally described in (Sub)Exhibit A.

“Redevelopment Plan” has the meaning defined in the recitals.

“Redevelopment Project Costs” means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget stated in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

“Rental Owner” has the meaning defined in the Agreement preamble.

“Rental Units” shall mean the one hundred (100) units in the Project which, upon completion of construction, shall be sold to the Rental Owner and thereafter leased (or otherwise made available for occupancy) to C.H.A. Residents by the Rental Owner.

“Scope Drawings” means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

“Site Plan” has the meaning defined in the recitals.

“S.R.P.” means the State of Illinois Site Remediation Program, as codified at 415 ILCS 5/58, et seq., as amended from time to time.

“State” means the State of Illinois as defined in the recitals.

“Survey” means an urban plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within forty-five (45) days prior to the Closing Date, reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the title company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

“Taxable Note” means the taxable City of Chicago Tax Increment Allocation Revenue Note R-1 (Park Boulevard Project Redevelopment Project), Taxable Series B to be in the form attached hereto as (Sub)Exhibit J-2A and otherwise in accordance with the terms set forth in Section 4.03(d). The payment of the amounts due under the Taxable Note will be secured only by the Available Incremental Taxes, unless the City, in its sole discretion, elects to use other legally available funds to make payments with respect to the taxable note.

“Taxable Note Lock-Out Period” has the meaning defined in Section 4.03(d)(vi).

“Taxable Note Refunding Date” has the meaning defined in Section 4.03(d)(i).

“Tax Exempt Note” means the City of Chicago Tax Increment Allocation Revenue Note R-1 (Park Boulevard Project Redevelopment Project) Series A to be in the form attached hereto as (Sub)Exhibit J-1A and otherwise in accordance with the terms set forth in Section 4.03(c). The payment of the amounts due under the tax exempt note will be secured only by Available Incremental Taxes, unless the City, in its sole discretion, elects to use other legally available funds to make payments with respect to the tax exempt note.

“Tax Exempt Note Interest Rate” has the meaning defined in Section 4.03(c).

“Tax Exempt Note Lock-Out Period” has the meaning defined in Section 4.03(c)(vi).

"Tax Exempt Note Refunding Date" has the meaning defined in Section 4.03(c)(i).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 202__, such date being the last day of the calendar year in which taxes levied in the year that is twenty-three (23) years after the creation of the Redevelopment Area are paid.

"T.I.F. Adoption Ordinance" has the meaning stated in the recitals.

"T.I.F. Bonds" has the meaning defined for such term in the recitals.

"T.I.F. Bond Ordinance" has the meaning stated in the recitals.

"T.I.F. Bond Proceeds" has the meaning stated in the recitals.

"T.I.F. Ordinances" has the meaning stated in the recitals.

"T.I.F.-Funded Improvements" means those improvements of the Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, and (iv) are stated in (Sub)Exhibit E.

"Title Company" means _____.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Project related to Lender Financing, if any, issued by the Title Company.

"W.A.R.N. Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" has the meaning defined in Section 10.03.

Section Three.

The Project.

3.01 The Project.

Developer will: (i) begin redevelopment construction no later than ninety (90) days after the Closing Date and (ii) complete redevelopment construction no later than

the fourth (4th) anniversary of the Closing Date, subject to the provisions of Section 18.16 (Force Majeure).

3.02 Scope Drawings And Plans And Specifications.

Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D., and D.P.D. has approved them or D.P.D. has agreed to approve them as a post-closing item. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to D.P.D. as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, and all applicable federal, State and local laws, ordinances and regulations. Developer Parties will submit all necessary documents to the City's Department of Buildings, Department of Transportation and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget which is (Sub)Exhibit C-1, showing total costs for the Project in an amount not less than Eighty-seven Million Nineteen Thousand Three Hundred Eighty-five Dollars (\$87,019,385). Developer hereby certifies to the City that: (a) in addition to City Funds, the Lender Financing and/or Equity described in (Sub)Exhibit K shall be sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to D.P.D. copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 Change Orders.

Except as provided in subparagraph (b) below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by Developer to D.P.D. concurrently with the progress reports described in Section 3.07; provided, however, that any Change Orders relating to any of the following must be submitted by Developer to D.P.D. for D.P.D.'s prior written approval: (i) a reduction by more than five percent (5%) in the square footage of the Project, or (ii) a change in the basic use of the Property and improvements, (iii) an increase in the Project budget by more than ten percent (10%), or (iv) a delay in the Project completion date of more than one hundred twenty (120) days, or (v) Change Orders costing more than Two Hundred Fifty Thousand Dollars (\$250,000) each, or more than Two

Million Dollars (\$2,000,000) in the aggregate. D.P.D. will respond to Developer's request for written approval within thirty (30) days from receipt of such request by granting or denying such request or by requesting additional information from Developer. If D.P.D. does not respond to Developer's request, and if Developer has complied with the requirements for notice stated in Section 17.02, then Developer's request will be deemed to have been approved by D.P.D.. Developer Parties will not authorize or permit the performance of any work relating to any Change Order requiring D.P.D.'s prior written approval or the furnishing of materials in connection therewith prior to the receipt by Developer of D.P.D.'s written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Developer.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only, and any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation or any other governmental approval, nor does any such approval by D.P.D. under this Agreement constitute approval of the utility, quality, structural soundness, safety, habitability or investment quality of the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement will have no effect upon, nor will it operate as a waiver of, Developer Parties' obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals).

3.07 Progress Reports And Survey Updates.

After the Closing Date, on or before the fifteenth (15th) day of each reporting month, Developer will provide D.P.D. with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring D.P.D.'s written approval under Section 3.04). Developer must also deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's M.B.E./W.B.E. Commitment). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there

must also be included a written plan from Developer acceptable to D.P.D. to address and cure such shortfall. At Project completion, upon the request of D.P.D., Developer will provide three (3) copies of an updated Survey to D.P.D. reflecting improvements made to the Property.

3.08 Inspecting Agent Or Architect.

The independent agent or architect (other than Developer's architect) selected by the lender providing Lender Financing will also act as the inspecting agent or architect for D.P.D. for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Developer's account and will be promptly paid by Developer. The inspecting agent or architect will perform periodic inspections with respect to the Project, providing written certifications with respect thereto to D.P.D., prior to requests for disbursements for costs related to the Project.

3.09 Barricades.

Developer has installed a construction barricade of a type and appearance satisfactory to the City and which barricade was constructed in compliance with all applicable federal, State or City laws, ordinances, rules and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades (other than the name and logo of the Project) installed after the date of this Agreement.

3.10 Signs And Public Relations.

Developer will erect in a conspicuous location on the Property during the Project a sign of commercially reasonable size and style, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent, non-confidential information regarding Developer Parties and the Project in the City's promotional literature and communications.

3.11 Utility Connections.

Developer may connect all on-site water, sanitary, storm and sewer lines constructed as a part of the Project to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, Developer is obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 Accessibility For Disabled Persons.

Developer acknowledges that it is in the public interest to design, construct and maintain the Project in a manner that promotes, enables and maximizes universal access throughout the Project. Plans for all buildings on the Property and related improvements have been reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

Section Four.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Eighty-seven Million Nineteen Thousand Three Hundred Eighty-five Dollars (\$87,019,385) to be applied in the manner stated in the Project Budget and funded from the sources identified in (Sub)Exhibit K.

4.02 Developer Funds.

Equity and Lender Financing will be used to pay all Project costs, including but not limited to, costs of T.I.F.-Funded Improvements.

4.03 City Funds.

(a) Uses Of City Funds. (i) Any principal or interest paid under the Notes, and any other funds expended by the City under this Agreement or otherwise related to the Project or to the T.I.F.-Funded Improvements are defined as "City Funds".

(ii) City Funds may be used to reimburse Developer only for costs incurred by Developer of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit D states, by line item, the T.I.F.-Funded Improvements for the Project contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such costs and their respective eligibility as a Redevelopment Project Cost. Reimbursement of costs through City Funds will be in the form of payment of principal and interest under the Notes.

(b) Sources Of City Funds -- City Notes. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5, the City hereby agrees to issue two (2) Notes to Developer: the Taxable Note for up to Two Million Dollars (\$2,000,000) to be issued upon the issuance of the Certificate and the Tax Exempt Note for up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) to be issued on the Closing Date. The principal amount of each Note will be in an amount not greater than the costs of the T.I.F.-Funded Improvements which have been incurred by Developer (and which have not previously been counted in determining the balance of the other Note) and are to be reimbursed by the City through payments of principal and interest on the Notes, subject to the provisions of this Agreement. Any payments under the Notes are subject to the amount of Available Incremental Taxes and Incremental Taxes for the Redevelopment Area, as applicable, being sufficient for such payments. The total principal amount of City Funds will be the lesser of Twelve Million Dollars (\$12,000,000) or thirteen and seventy-nine hundredths percent (13.79%) of total Project costs.

(c) Issuance Of The Seven Million Five Hundred Thousand Dollar (\$7,500,000) Tax Exempt Note. On the Closing Date, the City will issue to Developer the Tax Exempt Note with the following terms and conditions:

(i) Principal. The principal balance for the Tax Exempt Note will be equal to the cost of T.I.F.-Funded Improvements incurred by Developer prior to the issuance date, up to a maximum amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000). Such balance will be determined by the Certificate(s) of Expenditure issued by the City in the form of (Sub)Exhibit J-1A, upon Developer providing satisfactory evidence of expenditures for T.I.F.-Funded Improvements and compliance with the applicable requirements and terms and conditions of this Agreement. After issuance of the Tax Exempt Note, if the principal balance of the Tax Exempt Note is less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), then the principal balance of the Tax Exempt Note will be increased when the City issues additional Certificate(s) of Expenditure in the form of (Sub)Exhibit J-1A up to a maximum amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000). On the date that is the fifth (5th) anniversary of the issuance of the Tax Exempt Note (the "Tax Exempt Note Refunding Date"), the City shall refund the Tax Exempt Note in the form of (Sub)Exhibit J-1B in the then-current principal amount of the Tax Exempt Note plus accrued interest,

subject to the availability of unused costs of T.I.F.-Funded Improvements which have not been used to establish the principal of the Tax Exempt Note.

(ii) Interest. When issued, the interest rate for the Tax Exempt Note will be set as follows: on the date of issuance of the Tax Exempt Note, the interest rate will be equal to the AAA twenty (20) year G. O. Bond rate as published by Bloomberg in effect on the date of issuance plus a margin of two hundred fifty (250) bps (the "Tax Exempt Note Interest Rate") but in no event will such interest rate be greater than nine and zero-tenths percent (9.0%). The interest rate on the Tax Exempt Note shall not change on the Tax Exempt Note Refunding Date.

(iii) Term. The Tax Exempt Note will be issued on the Closing Date and will have a term of twenty (20) years; provided, however, that on the Tax Exempt Note Refunding Date, the term of the Tax Exempt Note shall be extended through December 31, 202__ (the date the T.I.F. Plan expires).

(iv) Payments Of Principal And Interest.

- (A) Interest on the Tax Exempt Note will begin to accrue at the date of issuance. Amortization of principal will be over the term of twenty (20) years as provided in the debt service schedule attached to the Tax Exempt Note.
- (B) No payments of principal or interest on the Tax Exempt Note will be made until the later of (1) the Tax Exempt Note Refunding Date and (2) substantial completion of the Project, at which time payments of principal and interest will be made annually on February 1. For purposes of this Section 4.03, "Substantial Completion" means a written determination by D.P.D., in its discretion, that the Project has been substantially completed in accordance with the terms and conditions of this Agreement.
- (C) Except as may be otherwise provided in this Agreement, Available Incremental Taxes only will be used to pay the principal of and interest on the Tax Exempt Note and on unpaid interest, if any. In the ordinance authorizing the issuance of the Tax Exempt Note, the City established an account denominated the: "Park Boulevard Project Account" within the 35th/State Redevelopment Project Area Special Tax Allocation Fund. All Available Incremental Taxes will be deposited into the Park Boulevard Project Account.
- (D) Payments of principal and interest on the Tax Exempt Note and the Taxable Note will be made from Available Incremental Taxes deposited into the Park Boulevard Project Account as follows:

- (I) first to interest due under the Tax Exempt Note;
 - (II) next to scheduled principal payments on the Tax Exempt Note;
 - (III) next to interest due under the Taxable Note; and
 - (IV) next to payment of principal of the Taxable Note.
- (E) After the principal and interest on the Tax Exempt Note and Taxable Note have been paid in full and each Note canceled according to its terms, and any applicable Pay-As-You-Go Reimbursement (as defined below) has been paid, then the Park Boulevard Project Account will be closed and all subsequent Available Incremental Taxes will be deposited by the City in the 35th/State Redevelopment Project Area Special Tax Allocation Fund.

(v) Insufficient Available Incremental Taxes. If the amount of Available Incremental Taxes pledged under this Agreement is insufficient to make any scheduled payment on the Tax Exempt Note, then: (1) the City will not be in default under this Agreement or the Tax Exempt Note, and (2) due but unpaid scheduled payments (or portions thereof) on the Tax Exempt Note will be paid as provided in this Section 4.03 as promptly as funds become available for their payment. Interest per annum at the rate set when the Tax Exempt Note is issued will accrue on any principal or interest payments which are unpaid because of insufficient Available Incremental Taxes.

(vi) Prepayment Of The Tax Exempt Note By The City And Related Lock-Out Period. The City may prepay the Tax Exempt Note at any time without premium or penalty, subject to the following: a five (5) year (sixty (60) month) period (the "Tax Exempt Note Lock-Out Period") will begin on the Tax Exempt Note Refunding Date. During the Tax Exempt Note Lock-Out Period, the City will not prepay the Tax Exempt Note, unless this Tax Exempt Note Lock-Out Period restriction is formally waived by the Tax Exempt Note holder(s). Upon expiration of the Tax Exempt Note Lock-Out Period, the City may prepay the then current balance of the Tax Exempt Note without any restrictions or conditions, together with any accrued interest.

(vii) Sale Or Transfer Of The Tax Exempt Note. After the issuance of the Tax Exempt Note, the Tax Exempt Note may be sold or assigned in a Qualified Transfer of the Tax Exempt Note. Thereafter, the Tax Exempt Note may again be sold in a Qualified Transfer of the Tax Exempt Note.

(viii) No Cessation Of Tax Exempt Note Payments. Notwithstanding anything to the contrary contained in this Agreement, after a Qualified Transfer of the Tax Exempt Note in compliance with Section 4.03(c)(vii) above, if an Event of Default occurs, the City will, notwithstanding such Event of Default, continue to make payments with respect to the Tax Exempt Note.

(ix) Costs Of Issuance Of The Tax Exempt Note. Developer will be responsible for paying all legal and issuance costs in relation to the Tax Exempt Note, including all costs of bond counsel.

(d) Issuance Of The Two Million Dollar (\$2,000,000) Taxable Note. The Taxable Note will be issued on even date with the Certificate with the following terms and conditions:

(i) Principal. The principal balance of the Taxable Note will be established by the Certificate(s) of Expenditure issued by the City in the form of (Sub)Exhibit J-2A at the date of issuance, upon Developer providing satisfactory evidence of expenditures for T.I.F.-Funded Improvements and compliance with the applicable requirements and terms and conditions of this Agreement. After issuance of the Taxable Note, if the principal balance of the Taxable Note is less than Two Million Dollars (\$2,000,000), then the principal balance of the Taxable Note may be increased when the City issues additional Certificate(s) of Expenditure in the form of (Sub)Exhibit J-2A up to a maximum amount of Two Million Dollars (\$2,000,000). Thereafter, based upon:

(A) updated projections made by consultants chosen by the City showing an expected increase in the amount of Incremental Taxes,

(B) the principal of the Tax Exempt Note and the Tax Exempt Note Interest Rate, and

(C) the Taxable Note Interest Rate, the principal of the Taxable Note may be increased to an amount not to exceed the lesser of (Y) Twelve Million Dollars (\$12,000,000) minus the principal amount of the Tax Exempt Note, and (Z) an amount that when taken together with the Tax Exempt Note is capable of being repaid from Available Incremental Taxes. In addition, on the date that is the fifth (5th) anniversary of the issuance of the Taxable Note (the "Taxable Note Refunding Date"), the City shall refund the Taxable Note in the form of (Sub)Exhibit J-2B in the then-current principal amount of the Taxable Note plus accrued interest, subject to the availability of unused costs of T.I.F.-Funded Improvements which have not been used to establish the principal of the Taxable Note.

(ii) Interest. When issued, the interest rate for the Taxable Note will be set as follows: on the date of issuance of the Taxable Note, the interest rate will be equal to the twenty (20) year Treasury rate as published in the daily Federal Reserve Statistical Release ("index") plus a margin of two hundred fifty (250) bps (the "Taxable Note Interest Rate") but in no event will such interest rate be greater than nine and five-tenths percent (9.5%).

(iii) Term. The Taxable Note will be issued on even date with the Certificate and will have a term of twenty (20) years; provided, however, that on the Taxable Note Refunding Date, the term of the Taxable Note shall be extended through December 31, 202__ (the date the Redevelopment Plan expires).

(iv) Payments Of Principal And Interest.

- (A) Interest on the Taxable Note will begin to accrue at the date of issuance. Amortization of principal will be over the term of twenty (20) years as provided in the debt service schedule attached to the Taxable Note. Payments of principal and interest will be made annually on February 1 of each year.
- (B) Except as may be otherwise provided in this Agreement, Available Incremental Taxes only will be used to pay the principal of and interest on the Taxable Note and on unpaid interest, if any. In the ordinance authorizing the issuance of the Taxable Note, the City will establish an account denominated the: "Park Boulevard Project Account" within the 35th/State Redevelopment Project Area Special Tax Allocation Fund. All available Incremental Taxes will be deposited into the Park Boulevard Project Account.
- (C) Payments of principal and interest on the Taxable Note and the Tax Exempt Note will be made from Available Incremental Taxes deposited into the Park Boulevard Project Account as follows:
 - (I) first to interest due under the Tax Exempt Note;
 - (II) next to scheduled principal payments on the Tax Exempt Note;
 - (III) next to interest due under the Taxable Note; and
 - (IV) next to payment of principal of the Taxable Note.
- (D) After the principal and interest on the Tax Exempt Note and the Taxable Note have been paid in full, and each Note canceled according to its terms, and any applicable Pay-As-You-Go Reimbursement (as defined

below) has been paid, then the Park Boulevard Project Account will be closed and all subsequent Available Incremental Taxes will be deposited by the City in the 35th/State Redevelopment Project Area Special Tax Allocation Fund.

(v) Insufficient Available Incremental Taxes. If the amount of Available Incremental Taxes pledged under this Agreement is insufficient to make any scheduled payment on the Taxable Note, then: (1) the City will not be in default under this Agreement or the Taxable Note, and (2) due but unpaid scheduled payments (or portions thereof) on the Taxable Note will be paid as provided in this Section 4.03 as promptly as funds become available for their payment. Interest per annum at the rate set when the Taxable Note is issued will accrue on any principal or interest payments which are unpaid because of insufficient Available Incremental Taxes.

(vi) Prepayment Of The Taxable Note By The City And Related Lock-Out Period. The City may prepay the Taxable Note at any time without premium or penalty, subject to the following: a five (5) year (sixty (60) month) period (the "Taxable Note Lock-Out Period") will begin on the Taxable Note Refunding Date. During the Taxable Note Lock-Out Period, the City will not prepay the Taxable Note unless this Taxable Note Lock-Out Period restriction is formally waived by the Taxable Note holder(s). Upon expiration of the Taxable Note Lock-Out Period, the City may prepay the then-current balance of the Taxable Note without any restrictions or conditions, together with any accrued interest.

(vii) Sale Or Transfer Of The Taxable Note. After the issuance of the Taxable Note, the Taxable Note may be sold or assigned in a Qualified Transfer of the Taxable Note. Thereafter, the Taxable Note may again be sold in a Qualified Transfer of the Taxable Note.

(viii) Cessation Of Taxable Note Payments. If an Event of Default occurs, the City will have no further obligations to make any payments with respect to the Taxable Note and the City will have the remedies stated in Sections 7.03 and 15.02.

(e) Pay-As-You-Go Reimbursement. (i) Unpaid Balance at End of Note Term. If there is an unpaid balance at the expiration of the term of either Note, then the holder(s) of any such expired Note will be entitled to pay-as-you-go reimbursement from Available Incremental Taxes ("Pay-As-You-Go Reimbursement") until such unpaid balance on such expired Note is paid in full. In any such event, any Pay-As-You-Go Reimbursement is subject to:

- (A) the availability of unused costs of T.I.F.-Funded Improvements which have not been used to establish the principal of either Note; and
 - (B) there being no Notes outstanding. If both Notes are qualified for Pay-As-You-Go Reimbursement for unpaid balances, then such funds as are available for Pay-As-You-Go Reimbursement will be applied first to amounts unpaid on the Tax Exempt Note until paid in full, and then the amounts unpaid on the Taxable Note. In no event shall City Funds paid under this subsection be in the aggregate principal amount greater than Twelve Million Dollars (\$12,000,000).
- (ii) Maximum Principal Not Achieved. If the aggregate principal amount of the Tax Exempt Note and the Taxable Note is less than Twelve Million Dollars (\$12,000,000), then Pay-As-You-Go Reimbursement will be available under this subsection to Note holder(s) subject to the following conditions:
- (A) the availability of unused costs of T.I.F.-Funded Improvements which have not been used to establish the principal of either Note; and
 - (B) the current payment of all scheduled principal and interest payments under both of the Notes.

In no event shall City Funds paid under this subsection be in the aggregate greater than Twelve Million Dollars (\$12,000,000) minus the sum of the original principal amounts of the Notes.

4.04 Sale Or Transfer Of The Property Or Project By Developer.

(a) Prior To The Date Of Issuance Of The Certificate. Subject to Section 4.04(c) below, Developer must obtain the prior approval of the City for any sale or transfer of any part of the Property or the Project prior to the issuance of the Certificate. Such approval by the City will be subject to the reasonable discretion requirement stated in Section 18.19.

(b) After The Date Of Issuance Of The Certificate, But Prior To The Date When The Notes Are Paid. Subject to Section 4.04(c) below, after the date of the Certificate, but prior to the date when the Notes are paid, Developer need not obtain prior approval for any sale or transfer of any part of the Property or the Project. Developer must, however, notify the City not less than sixty (60) days before any closing of sale of Developer's intention to sell any part of the Property or the Project.

Developer must provide the City with true and correct copies of any contract for sale and related documents as part of such notice.

(c) Sales Of Assets Or Equity. For purposes of this Section 4.04, the phrase: "sale or transfer of any part of the Property or Project" includes any sales or transfers which are a part of the sale or transfer of all or substantially all of Developer's assets or equity. The foregoing restrictions of this Section 4.04 do not apply to: (i) the planned sale of the For Sale Units or parking condominium units to end-users; (ii) the planned sale of the Rental Units to the Rental Owner; (iii) the sale of any commercial or retail space; (iv) transfers of the master lease; (v) transfers to any condominium association; and (vi) any dedications or easements required by the subdivision, P.D. or applicable law.

4.05 City Rights To Discontinue Or Suspend Payments Under The Taxable Note Or Pay-As-You-Go Reimbursement.

The City has the right to discontinue or suspend payments applicable to the Taxable Note or Pay-As-You-Go Reimbursement under the following circumstances:

(a) Sale Requirements. If Developer fails to comply with the approval requirement in Section 4.04(a) or the notice requirement in Section 4.04(b).

(b) Permitted Uses. If Developer fails to comply with the permitted uses for the Property under the P.D. or other applicable zoning requirements.

4.06 Treatment Of Prior Expenditures.

Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, will be considered previously contributed Equity or Lender Financing, if any, hereunder (the "Prior Expenditure(s)"). D.P.D. has the right, in its sole discretion, to disallow any such expenditure (not listed on (Sub)Exhibit F) as a Prior Expenditure as of the date hereof. (Sub)Exhibit F states the prior expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements will not be reimbursed to Developer, but will reduce the amount of Equity and/or Lender Financing, if any, required to be contributed by Developer under Section 4.01.

4.07 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available under Section 4.03, Developer will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

4.08 T.I.F. Bonds.

The Commissioner of D.P.D. may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of T.I.F. Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The proceeds of T.I.F. Bonds may be used to pay the outstanding principal and accrued interest (through the date of prepayment) under the Notes and for other purposes as the City may determine in all instances subject to the restrictions applicable during the Tax Exempt Note Lock-Out Period and the Taxable Note Lock-Out Period. The costs of issuance of the T.I.F. Bonds would be borne solely by the City. Developer will cooperate with the City in the issuance of the T.I.F. Bonds, as provided in Section 8.05.

Section Five.

Conditions Precedent.

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

Developer Parties will have submitted to D.P.D., and D.P.D. will have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings And Plans And Specifications.

Developer Parties will have submitted to D.P.D., and D.P.D. will have approved, the Scope Drawings and Plans and Specifications as provided in Section 3.02.

5.03 Other Governmental Approvals.

Developer Parties will have secured or applied for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to D.P.D.

5.04 Financing.

(a) Developer Parties will have furnished evidence acceptable to the City that Developer Parties have Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 to complete the Project and satisfy their obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer Parties will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer Parties as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01) to complete the Project.

(b) Prior to the Closing Date, Developer will deliver to [D.O.H.] a copy of the construction escrow agreement entered into by Developer regarding Developer's Lender Financing, if any. The construction escrow agreement must provide that [D.O.H.] will receive copies of all construction draw request materials submitted by Developer after the date of this Agreement.

(c) Any financing liens against the Property and Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in this Agreement under a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, in the Office of the Recorder of Deeds of Cook County.

(d) The City agrees that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders if any such lenders require such collateral assignment.

5.05 Acquisition And Title.

On the Closing Date, Developer Parties will furnish the City with a copy of the Title Policy for the Property, showing Developer as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit G and will evidence the recording of this Agreement under the provisions of Section 8.17. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey.

5.06 Evidence Of Clear Title.

Not less than five (5) Business Days prior to the Closing Date, Developer Parties, at their own expense, will have provided the City with current searches under the names of each of the entities comprising Developer Parties as follows:

Secretary of State (Illinois)	UCC search
Secretary of State (Illinois)	Federal tax lien search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax lien search
Cook County Recorder	State tax lien search
Cook County Recorder	Memoranda of judgments search
United States District Court (Northern District, Illinois)	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against Developer Parties, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

Developer Parties will have furnished the City with three (3) copies of the Survey.

5.08 Insurance.

Developer, at its own expense, will have insured the Property and the Project as required under Section 12. Prior to the Closing Date, certificates required under Section 12 evidencing the required coverages will have been delivered to D.P.D.

5.09 Opinions Of Developer's Counsel.

On the Closing Date, Developer Parties will furnish the City with an opinion of counsel, substantially in the form of (Sub)Exhibit H, with such changes as may

be required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in (Sub)Exhibit H, such opinions shall be obtained by Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

Developer Parties will have provided evidence satisfactory to D.P.D. of the Prior Expenditures as provided in Section 4.06.

5.11 Financial Statements.

Developer Parties will have provided Financial Statements to D.P.D. for their fiscal year 2003, and their most recently available unaudited interim Financial Statements.

5.12 Additional Documentation.

Developer will have provided documentation to D.P.D., satisfactory in form and substance to D.P.D. concerning Developer's employment profile and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds in the Project, if any.

5.13 Environmental Audit.

Developer Parties will have provided D.P.D. with copies of all phase I environmental audits completed with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. If environmental issues exist on the Property, the City will require written verification from the Illinois Environmental Protection Agency that all identified environmental issues have been or will be resolved to its satisfaction.

5.14 Entity Documents.

Developer will provide a copy of the current Articles of Organization for Developer, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state or organization and all other states in which Developer is qualified to do business; the current Operating Agreement for

Developer; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such organizational documentation as the City may request. Rental Owner shall provide comparable organizational documentation.

5.15 Litigation.

Developer Parties will provide to Corporation Counsel and D.P.D. a description of all pending or threatened litigation or administrative proceedings involving Developer Parties or any Affiliate of Developer Parties specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

5.16 Preconditions Of Accepting Certificates Of Expenditure.

Prior to the acceptance by D.P.D. of any Certificate of Expenditure under the Notes, Developer must submit to D.P.D. documentation of such expenditures (in the form of waivers of lien, canceled checks, closing statements, or such other documentation as D.P.D. may reasonably require), which will be satisfactory to D.P.D.. Delivery by Developer to D.P.D. of any Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

- (a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors for work performed on the Project, and/or their payees;
- (b) all amounts shown as previous payments on the current certificate have been paid to the parties entitled to such payment;
- (c) Developer has approved all work and materials for the current certificate and, to the reasonable belief of Developer, such work and materials conform to the Plans and Specifications;
- (d) the representations and warranties of Developer contained in this Agreement are true and correct and Developer is in compliance with all covenants contained herein;
- (e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Project except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project will be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein means: (i) the undisbursed Lender Financing, if any; (ii) the undisbursed Equity; and (iii) any other amounts deposited by Developer under this Agreement. Developer agrees that, if the particular phase of the Project is not In Balance, Developer will, within ten (10) days after a written request by the City, deposit either with the lender providing any of the Lender Financing or with the construction escrow agent, cash in an amount that will place the particular phase of the Project In Balance, which deposit shall first be exhausted upon the request of such lender before any further acceptance of a Certificate of Expenditure shall be made.

The City will not execute any Certificate of Expenditure for the Notes unless Developer has satisfied the City that Developer has complied, or is implementing a plan to comply, with the requirements of Sections 8.08, 10.02 and 10.03. The City will have the right, in its reasonable discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any acceptance of a Certificate of Expenditure by the City will be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct. In addition, Developer will have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements not inconsistent with this Agreement and stated in the T.I.F. Bond Ordinance, if any, the Bonds, if any, the T.I.F. Bonds, if any, the T.I.F. Ordinances, the Notes, and this Agreement.

Section Six.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) D.P.D. acknowledges that Developer has selected Walsh Construction or an Affiliate as the General Contractor for the Project. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago.

(b) Developer must submit copies of the Construction Contract to [D.O.H.] as required under Section 6.02 below. Upon the written request of the City, Developer will provide photocopies of all subcontracts entered or to be entered into in connection with the Project within five (5) Business Days of the execution thereof. The Developer must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by the City and all requisite permits have been obtained.

6.02 Construction Contract.

Prior to the execution thereof, Developer must deliver to [D.O.H.] a copy of the proposed Construction Contract with the General Contractor selected to work on the Project, for [D.O.H.'s] prior written approval. Following execution of such contract by Developer, the General Contractor and any other parties thereto, Developer must deliver to [D.O.H.] and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction of any work in the public way, Developer will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the bond form attached as Exhibit I. The City will be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity.

Developer will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring and testing requirements associated with the M.B.E./W.B.E. and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor must contain provisions required under

Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's M.B.E./W.B.E. Commitment), Section 12 (Insurance) and Section 14.01 (Books and Records).

Section Seven.

Completion Of Construction.

7.01 Certification Of Completion Of Construction.

(a) Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Developer's written request, D.P.D. will issue to Developer a certificate of completion of construction in recordable form (the "Certificate") certifying that Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement. D.P.D. will respond to Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within thirty (30) days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate.

(b) Developer acknowledges and understands that the City will not issue a Certificate until the City's Monitoring and Compliance unit has determined in writing that Developer is in complete compliance with all City requirements (M.B.E./W.B.E. City residency and prevailing wage) as required in this Agreement.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

(a) The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.18 (Real Estate Provisions), and Section 8.19 (Affordability Requirements) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement. The other executory terms of this Agreement that remain after the issuance of the Certificate will be binding only upon Developer or a permitted assignee of Developer who, as provided in Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure To Complete.

If Developer fails to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement (provided, however, under no circumstances shall the City suspend or cease disbursement of principal and interest payments on the Tax Exempt Note);

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements and to pay for the costs of such T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available under Section 4.01, Developer will reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any T.I.F. Bonds.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. will provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

7.05 Release Of Agreement As To Conveyed For Sale Units.

D.P.D. shall provide Developer, at Developer's written request delivered from time to time in connection with the sale of the Market Rate For Sale Units in accordance with the terms of this Agreement, with a written partial release in recordable form stating this Agreement is no longer an encumbrance against any such units so as to enable Developer to deliver good and marketable title to such units.

Section Eight.

Representations, Warranties And Covenants Of Developer.

8.01 General.

Developer and Rental Owner represent, warrant, and covenant, as of the date of this Agreement and as of the date of issuance of either of the Notes as follows: Representations, warranties and covenants denoted (D Only) or (RO Only) shall be deemed to have been made only by Developer or Rental Owner, as applicable; otherwise, they shall be deemed to apply to both.

(a) Developer is an Illinois limited liability company, duly organized, validly existing and in good standing (D only);

(b) Developer consists of five (5) members with the following corresponding interests: Mesa Stateway Associates, L.L.C., an Illinois limited liability company (twenty-three and seventy-five hundredths percent (23.75%)); Kimball Hill Stateway, Inc., an Illinois corporation (twenty-three and seventy-five hundredths percent (23.75%)); Walsh Ventures Management, L.L.C., a Delaware limited liability company (twenty-three and seventy-five hundredths percent (23.75%)); NRP Stateway, L.L.C., an Illinois limited liability company (twenty-three and seventy-five hundredths percent (23.75%)); and JLM Investment L.L.C., an Illinois Limited liability company (five percent (5%)) (D only);

(c) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project (D only);

(d) The execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company action, and does not and will not violate Developer's Articles of Organization as amended and supplemented, its Operating Agreement, any applicable provision of law, or constitute a breach of,

default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer or any of its assets is now or may become bound (D only);

(e) Rental Owner (i) is and shall be during its ownership of the Rental Units, an Illinois limited partnership duly organized and validly existing in the State of Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized by all necessary limited partnership action to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its articles of limited partnership or partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Rental Owner is now a party or by which it may become bound (RO only);

(f) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (D only);

(g) Developer is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Developer has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature (D only);

(h) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement (D only);

(i) Developer has or will acquire as necessary and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project (D only);

(j) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer or any of its assets is bound which would materially adversely effect its ability to comply with its obligations under this Agreement (D only);

(k) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer; and

there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements (D only);

(l) prior to the issuance of the Certificate, if it would materially adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or in accordance with Section 4.04 (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, however, this section shall not apply to any commercial leases entered into in the ordinary course of business, it being acknowledged that Developer shall have the right to enter into commercial leases in the ordinary course of business for all or any portion of the Property on such terms as are determined by Developer (D only);

(m) Developer has not incurred and, prior to the issuance of the Certificate, will not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Project other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Project or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget (D only);

(n) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or under City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended; and

(o) None of Developer, Rental Owner, or any affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subsection only, "affiliate" means a person or entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with such specified person or entity,

and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03 and Developer's receipt of all required building permits and governmental approvals, Developer will redevelop the Property in compliance with this Agreement, the T.I.F. Ordinances, the P.D., the C.H.A. Redevelopment Agreement, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project and/or Developer. Specifically, Developer shall:

- (a) construct the improvements constituting the For Sale Units, the Rental Units, the parking spaces and the retail space in accordance with the recitals and Section 8.19;
- (b) fund the construction of the Project in accordance with Section 4.01;
- (c) sell the Rental Units to the Rental Owner in accordance with the C.H.A. Redevelopment Agreement;
- (d) sell the Affordable For Sale Units to Qualified Households at an Affordable Price;
- (e) sell the other For Sale Units to private purchasers at market rates; and
- (f) cause its General Contractor (or, if such work is subcontracted or handled by a third party, such subcontractor or third party) to complete such work and provide such cooperation with the City and C.H.A. as may be necessary to cover one (1) or more N.F.R.L.s as may be necessary or appropriate to cover the entire Property.

The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee of the Property, or a portion thereof, unless terminated in whole or in part by the City, acting through D.P.D., pursuant to a written instrument executed pursuant to Section 7.02 and recorded against the Property, or any portion thereof.

8.03 Redevelopment Plan.

Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

8.04 Use Of City Funds.

City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the T.I.F.-Funded Improvements as provided in this Agreement.

8.05 Other Bonds.

At the request of the City, and subject to the Tax Exempt Note Lock-Out Period and the Taxable Note Lock-Out Period during which prepayment of the Tax Exempt Note is prohibited, Developer and Rental Owner will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) T.I.F. Bonds or other bonds ("Bonds") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the T.I.F.-Funded Improvements; provided, however that any such amendments will not have a material adverse effect on Developer, the Rental Owner or the Project and provided further, however, that payment obligations relating to any such Bonds shall be subordinate to the City's obligations hereunder with respect to payments under the Notes or the proceeds of such Bonds shall be used to fully retire the Notes. Developer and Rental Owner will cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition, and assisting the City in its preparation of an offering statement with respect thereto. Neither Developer nor Rental Owner will have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer or Rental Owner that is determined to be false and misleading.

8.06 Employment Opportunity.

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 and Section 10 provided, however, that the

contracting, hiring and testing requirements associated with the M.B.E./W.B.E. and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident hiring shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Developer will submit to D.P.D. a plan describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to D.P.D. which will outline, to D.P.D.'s satisfaction, the manner in which Developer will correct any shortfall.

8.07 Employment Profile.

Developer will submit, and contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.08 Prevailing Wage.

Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the State Department of Labor (the "Labor Department"), to all of their respective employees working on constructing the Project or otherwise completing the T.I.F.-Funded Improvements. All such contracts will list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of Developer or Rental Owner (other than the General Contractor) may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement.

Developer will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.10 No Conflict Of Interest.

Under Section 5/11-74.4-4(n) of the Act, each of Developer and Rental Owner represents, warrants and covenants that to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto (a "City Group Member") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer, Rental Owner, the Property, the Project, or to Developer's actual knowledge, any other property in the Redevelopment Area.

8.11 Disclosure Of Interest.

Neither Developer's nor Rental Owner's counsel has direct or indirect financial ownership interest in Developer, Rental Owner, the Property, or any other feature of the Project.

8.12 Financial Statements.

Developer will obtain and provide to D.P.D. Financial Statements for Developer's fiscal year ended 2003, and each yearly thereafter for the Term of the Agreement. In addition, if requested by D.P.D., Developer will submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.13 Insurance.

Solely at its own expense, Developer will comply with all provisions of Section 12 hereof.

8.14 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when

due any Non-Governmental Charges assessed or imposed upon the Project, or any fixtures that are or may become attached thereto and which are owned by Developer, which create, may create, or appear to create a lien upon all or any portion of the Project; provided however that if such Non-Governmental Charges may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer will furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other evidence satisfactory to D.P.D., evidencing payment of the Non-Governmental Charges in question.

(b) Right To Contest. Developer will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.14; or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charges and all interest and penalties upon the adverse determination of such contest.

(c) Applicability After Conversion To Condominium Units. This Section 8.14 shall not apply to Non-Governmental Charges payable by, or contestable by other owners of any individual residential, commercial or parking units of the Project or any other portion of the Property until after such time as any such owners, under the terms of their purchase contracts and/or the governing condominium and other declaration instruments recorded or to be recorded against the Property, become responsible for the payment of Non-Governmental Charges attributable to their respective units or other affected portion of the Property.

8.15 Developer's Liabilities.

Neither Developer nor Rental Owner will enter into any transaction that would materially and adversely affect its ability to perform its obligations under this

Agreement. Developer and Rental Owner will immediately notify D.P.D. of any and all events or actions which may materially affect such party's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.16 Compliance With Laws.

To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer (and after its acquisition of the Rental Units, Rental Owner) will provide evidence satisfactory to the City of such current compliance.

8.17 Recording And Filing.

Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 Real Estate Provisions.

(a) Governmental Charges. (i) Payment Of Governmental Charges. Subject to subsection (ii) below, Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property, or the Project, including but not limited to real estate taxes.

(ii) Right To Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted

in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or transfer or forfeiture of the Property. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to D.P.D. of Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(x) Developer will demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge will conclusively operate to prevent or remove a lien against, or the sale or transfer or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings, and/or;

(y) Developer will furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. may require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) **Developer's Failure To Pay Or Discharge Lien.** If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise D.P.D. thereof in writing, at which time D.P.D. may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be promptly disbursed to D.P.D. by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) **Applicability After Conversion To Condominium Units.** The provisions of Section 8.18(a) and (b) shall apply to the Rental Owner upon and after its purchase of the Rental Units but shall not apply to Governmental Charges payable by, or contestable by, owners of individual condominium units after such time as such unit owners, under the terms of their purchase contracts and/or the condominium declaration, become responsible for the payment of Governmental Charges attributable to their respective units.

8.19 Affordability Requirements.

(a) Affordable Units. Of the three hundred eleven (311) units comprising the Project, one hundred (100) units (or thirty-two percent (32%) of the Project's units) shall be Rental Units affordable to households averaging less than fifty percent (50%) A.M.I.; seventy-two (72) units (or twenty-three percent (23%) of the Project's units) shall be Affordable For Sale Units, affordable to households with A.M.I. not greater than one hundred twenty percent (120%); and one hundred thirty-nine (139) units shall be Market Rate For Sale Units. The further breakdown of the units shall be as follows:

Number Of Buildings	Type Of Building	C.H.A. Rental	Affordable For Sale	Market Rate For Sale	Total
6	Mid-Rise	61	66	81	208
8	Townhomes	16	0	17	33
13	3, 4, 5 and 6 Flats	23	6	29	58
12	Single-Family	0	0	12	12
39	Total	100	72	139	311

(b) Rental Units. The affordability requirements applicable to the Rental Units, as set forth in the Recorded Affordability Documents, shall be covenants running with the land and shall survive any foreclosure of any portion of the Property or any leasehold interest therein for the applicable affordability periods set forth in such agreement;

(c) Affordable For Sale Units. Developer shall sell each Affordable For Sale Unit to an income-qualified household for the applicable affordable price set forth on Exhibit L.

8.20 Job Readiness Program.

If requested by the City, Developer will use its best efforts to encourage its tenants at the Project to participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

8.21 Broker's Fees.

Developer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.22 No Business Relationship With City Elected Officials.

Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.

8.23 Survival Of Covenants.

All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Section 7 upon the issuance of the Certificate) will be in effect throughout the Term of the Agreement.

Section Nine.

Representations, Warranties And Covenants Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section Ten.

Developer's Employment Obligations.

10.01 Employment Opportunity.

Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Project (collectively, with Developer, such parties are defined herein as the "Employers," and individually defined herein as an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time-to-time (the "Human Rights Ordinance"). Each Employer must take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, must state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or

disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer will comply with all applicable federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the State Human Rights Act, 775 ILCS 5/1-101, et seq. (2002 State Bar Edition, as amended), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, will cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project (other than for remediation and demolition entered into prior to the date of this Agreement), and will require inclusion of these provisions in every subcontract entered into by any subcontractors and every agreement with any Affiliate operating on the Property, so that each such provision will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

10.02 City Resident Construction Worker Employment Requirement.

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be

required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

(b) Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

(c) "Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) Developer, the General Contractor and each subcontractor will provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of D.P.D. in triplicate, which will identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

(f) Upon two (2) business days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the Construction of the Project to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the Construction of the Project for a period of at least three (3) years after final acceptance of the work constituting the Project.

(g) At the direction of D.P.D., affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) will not suffice to replace the actual,

verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget undertaken by Developer (and specifically excluding any tenant improvements which are not undertaken by Developer) (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

(j) Nothing herein provided will be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project (other than contracts for remediation and demolition entered into prior to the date of this Agreement).

10.03 Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- (1) At least twenty-four percent (24%) by M.B.E.s.
- (2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 10.03 only:

(i) The Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer's M.B.E./W.B.E. commitment may be achieved in part by Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one (1) or more M.B.E.s or

W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by Developer utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five (5) business days' notice, to allow the City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with

its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

Section Eleven.

Environmental Matters.

11.01 Environmental Matters.

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws (taking into account the anticipated issuance and applicability of any N.F.R.L.s issued with respect to the Property), this Agreement and all exhibits, the Scope Drawings, the Plans and Specifications and all amendments thereto, the T.I.F. Bond Ordinance, if any, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City (except with respect to existing materials and any gross negligence or wanton or willful misconduct by the City) harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental

Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from all or any portion of the Property, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

This section shall not be construed to require Developer to assume any of the obligations of the C.H.A. with respect to remediation work required to be performed by the C.H.A., and Developer may exercise such rights and remedies it may have to enforce the C.H.A.'s performance of the work, provided, however, that this sentence shall not be construed to limit Developer's indemnification obligations hereunder.

Section Twelve.

Insurance.

12.01 Insurance.

Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement And Throughout The Period Of Developer's Ownership.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily

injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property Insurance.

All Risk Property Insurance in the amount of the full replacement value of the buildings in the Project. The City is to be named as an additional insured.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, sub-contractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000), per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Developer must cause each

contractor to provide Automobile Liability Insurance with limits of not less than Six Million Dollars (\$6,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or rail transit property or within fifty (50) feet of railroad or rail transit property, contractor must provide or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance.

When the contractor undertakes any construction, including improvements, betterments, and/or repairs, Developer must cause each contractor to provide, or cause to be provided All Risk Blanket Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable, flood including surface water backup. The City will be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Developer must cause such parties to maintain Professional Liability Insurance covering acts, errors or omissions which shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work performed in connection with this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, sub-contractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any environmental remediation work is performed which may cause a pollution exposure, Developer will cause the party performing such work to maintain contractor's Pollution Liability insurance with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one year (1) year. The City is to be named as an additional insured on a primary, non-contributory basis.

(c) After Completion Of Construction.

- (i) All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago shall be named as an additional insured and loss payee.
- (ii) Commercial General Liability insurance as described above in subparagraph (b)(ii). The City of Chicago shall be named an additional insured on a primary, non-contributory basis.

The Developer shall cause the insurance requirements in this subparagraph (c) to be incorporated in the applicable condominium declarations.

(d) Other Requirements.

- (i) Developer and Rental Owner (and, upon request, any condominium association) will furnish the City of Chicago, Department of Planning and

Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer must not be deemed to be a waiver by the City. Developer will advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance will not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

- (ii) The insurance will provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.
- (iii) Any and all deductibles or self-insured retentions on referenced insurance coverages are borne by Developer.
- (iv) Developer agrees that insurers must waive rights of subrogation against the City, its employees, elected officials, agents or representatives.
- (v) Developer expressly understands and agrees that any coverages and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities specified within the Agreement documents or by law.
- (vi) Developer expressly understands and agrees that Developer's insurance is primary and any insurance or self-insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.
- (vii) The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- (viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the contractor or subcontractors. All contractors and

subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.

- (ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.
- (x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

(e) Rental Owner shall not be required to comply with the provisions of this Section Twelve until it becomes the owner of one or more Rental Units. Thereafter, Rental Owner, and not Developer, shall comply with the insurance requirements applicable to such Rental Units.

Section Thirteen.

Indemnification.

13.01 General Indemnity.

Each of Developer and Rental Owner agrees to severally, but not jointly, indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee", and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees by a third party in any manner relating to or arising out of:

- (i) Developer's or Rental Owner's (as applicable) failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project feature or improvement; or

- (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or Rental Owner or any Affiliate or any of their respective agents, employees, contractors or persons acting under the control or at the request of Developer or Rental Owner or any Affiliate; or
- (iv) Developer's or Rental Owner's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (v) any act or omission by Developer or Rental Owner or any Affiliate.

provided, however that neither Developer nor Rental Owner shall have any obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer or Rental Owner, as applicable, will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

Section Fourteen.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

Developer will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer will not pay for salaries or fringe benefits of auditors or examiners. Developer must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) Business Days notice, any authorized representative of the City will have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section Fifteen.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, will constitute an "Event of Default" by Developer or Rental Owner, as applicable, hereunder:

- (a) the failure of Developer or Rental Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such party under this Agreement or any related agreement;
- (b) the failure of Developer or Rental Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such party under any other agreement with any person or entity if such failure may have a material adverse effect on such party's business, property (including the Property or the Project), assets (including the Property or the Project), operations or condition, financial or otherwise;
- (c) the making or furnishing by Developer or Rental Owner to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt by Developer or Rental Owner to create, any lien or other encumbrance upon the Property or the Project, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against Developer or Rental Owner or for the liquidation or reorganization of Developer or Rental Owner, or alleging that Developer or Rental Owner is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's or Rental Owner's debts, whether under the United States Bankruptcy Code or under any other State or federal law, now or hereafter existing for the

relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer or Rental Owner; provided, however, that if such commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer or Rental Owner, for any substantial part of Developer's or Rental Owner's assets, or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer or Rental Owner; provided, however, that if such appointment or commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer or Rental Owner for an amount in excess of One Million Dollars (\$1,000,000) which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, if any, which default is not cured within any applicable cure period;

(i) the dissolution of Developer (except after sale of the final For Sale Units and the reserving of any statutorily required reserves to cover any post-dissolution liabilities) or Rental Owner; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or Rental Owner or any natural person who owns a material interest in Developer or Rental Owner, which is not dismissed within thirty (30) days, or the indictment of Developer or Rental Owner or any natural person who owns a material interest in Developer or Rental Owner, for any crime (other than a misdemeanor).

For purposes of Section 15.01(j) hereof, a natural person with a material interest in Developer is one owning in excess of thirty-three percent (33%) of Developer's or Developer's ultimate parent entity's issued and outstanding ownership shares or interest.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend payment of City Funds, provided, however, that after a Qualified Transfer of the Tax Exempt Note, the City will not suspend payment of any principal or interest due and owing under the Tax Exempt Note. The City may, in any court of competent jurisdiction by any action

or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. To the extent permitted by law, the City may also lien the Property. Without limiting the generality of the foregoing, with respect to Events of Defaults prior to the issuance of a Certificate, the City shall be entitled to seek reimbursement of City Funds from Developer and, if such Event of Default is attributable to Rental Owner's default, from Rental Owner. If an Event of Default attributable to Developer's acts or omissions occurs after the issuance of a Certificate, in no event shall the City be entitled to exercise remedies against Rental Owner or the Rental Units previously conveyed to Rental Owner or against For Sale Units previously conveyed to purchasers. If an Event of Default attributable to Rental Owner's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against For Sale Units previously conveyed to purchasers.

15.03 Curative Period.

(a) In the event Developer or Rental Owner fails to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless the applicable party has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event Developer or Rental Owner fails to perform a non-monetary covenant which it is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless the applicable party (or the non-defaulting Developer Party) has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the applicable party will not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section Sixteen.

Mortgaging Of The Project.

16.01 Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G (including, but not

limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that Developer may hereafter elect to record or permit to be recorded against the Property or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "New Mortgage". Any mortgage or deed of trust that Developer may hereafter elect to record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby acknowledged that nothing in this Section 16 shall apply to, or in any way prohibit or limit, the granting of mortgages in connection with the conversion of a portion of the Property to a condominium form of ownership, and the sale of the Rental Units to the Rental Owner, and in connection with the sale of For Sale Units to private purchasers. It is hereby agreed by and between the City and Developer as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage) whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City may, but will not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party will be entitled to no rights or benefits under this Agreement, but such party will be bound by those provisions of this Agreement that are covenants expressly running with the land specified in Section 7.02.

(b) If any mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of "Developer" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of Developer which occurred prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land specified in Section 7.02.

(c) Prior to the issuance by the City to Developer of a Certificate under Section Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of D.P.D.. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of D.P.D. is not required for any such New Mortgage.

Section Seventeen.

Notices.

17.01 Notices.

All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party or (iv) registered or certified United States mail, return receipt requested; (C) be given at the following respective addresses:

If To The City:

City of Chicago
Department of Planning
and Development
Attention: Commissioner
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Corporation Counsel
Attention: Finance and Economic
Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

If To Developer:

Stateway Associates L.L.C.
929 West Adams Street
Third Floor
Chicago, Illinois 60607
Attention: James Miller
Fax: (Omitted for printing purposes)

with copies to:

Piper Rudnick
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601-1293
Attention: Richard F. Klawiter, Esq.
Fax: (Omitted for printing purposes)

If To Rental Owner:

Park Boulevard 1B, L.P.

with copies to:

or at such other address or telecopier/fax number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the United States mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 Developer Requests For City Or D.P.D. Approval.

Any request under this Agreement for City or D.P.D. approval submitted by Developer will comply with the following requirements:

- (a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);
- (b) expressly state the particular document and section thereof relied on by Developer to request City or D.P.D. approval;
- (c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or D.P.D.;
- (d) if applicable, state the outside date for the City's or D.P.D.'s response; and
- (e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

Section Eighteen.

Additional Provisions.

18.01 Amendments.

Except as provided in this Section 18.01, and except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, this Agreement and the schedules and exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties. In addition to consents and discretion expressly identified herein, the Commissioner, in his sole discretion, may amend or otherwise revise: (a) any exhibits containing legal descriptions in order to correct a surveyor's, scrivener's or clerical error in such a legal description, provided that such correction does not have a material effect on any portion of the Project; and (b) (Sub)Exhibit G to correct inadvertent omissions or permit other minor title encumbrances not in the nature of a lien. The City in its sole discretion, may amend, modify or supplement the Redevelopment Plan. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement.

18.02 Complete Agreement, Construction, Modification.

This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

18.03 Limitation Of Liability.

No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

Developer, Rental Owner and City each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

18.05 Waivers.

No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement will not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Parties In Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will not run to the benefit of, or be enforceable by any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Developer, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

18.08 Titles And Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.12 Governing Law.

This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City will be in form and content satisfactory to the City.

18.14 Assignment.

Prior to the issuance by the City to Developer of the Certificate, Developer may not sell, assign or otherwise transfer its interest in this Agreement or the Notes in whole or in part without the written consent of the City; provided, however, that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders identified to the City as of the Closing Date if any such lenders require such collateral assignment. Any successor in interest to Developer under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect.

This Agreement is binding upon Developer, Rental Owner, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer, Rental Owner, the City and their respective successors and permitted assigns (as provided herein).

18.16 Force Majeure.

Neither the City nor Developer nor any successor in interest to either of them will be considered in breach of or in default of its obligations under this Agreement in

the event of any delay caused by damage or destruction by fire or other casualty, war, terrorism, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. Such force majeure events shall also include the City's failure to complete the public improvements within the Property which, at the Closing Date, the City has agreed to undertake within a construction schedule mutually acceptable to the City, and the C.H.A.'s failure to complete any environmental remediation work that is the C.H.A.'s responsibility under applicable agreements between the C.H.A. and the Developer, if applicable. The individual or entity relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Exhibits And Schedules.

All of the exhibits and schedules attached hereto are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.18 Business Economic Support Act.

Under the Business Economic Support Act (30 ILCS 760/1, et seq., 2002 State Bar Edition, as amended), if Developer is required to provide notice under the W.A.R.N. Act, Developer will, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.19 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such

approval, consent or satisfaction shall be made, given or determined by the City, D.P.D. or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.20 Construction Of Words.

The use of the singular form of any word herein includes the plural and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to".

18.21 Date Of Performance.

If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under federal law or under State law, the date for such performance will be the next succeeding Business Day.

18.22 Survival Of Agreements.

Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

18.23 Equitable Relief.

In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

18.24 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.25 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

In Witness Whereof, The parties hereto have caused this Park Boulevard Project Redevelopment Agreement to be signed on or as of the day and year first above written.

Stateway Associates L.L.C., an Illinois
limited liability company

By: _____, a managing member

By: _____

Its: _____

By: _____

Name: _____

Title: _____

[to-be-formed entity wholly owned by
Stateway or its current members]

By: _____

Name: _____

Title: _____

City of Chicago

By: _____

Name: _____

Commissioner,
Department of Planning
and Development

Park Boulevard 1B, L.P.

By: _____, its General Partner

By: _____

Its: _____

By: _____

Name: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ (title) of _____, a _____, a managing member of Stateway Associates L.L.C. (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed, sealed and delivered said instrument, pursuant to the authority given to her/him by Developer, as her/his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200_____.

Notary Public

[Seal]

My commission expires: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200_____.

Notary Public

My commission expires: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally

known to me to be the _____ (title) of _____, a _____, the General Partner of Park Boulevard 1B, L.P. (the "Rental Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed, sealed, and delivered said instrument, pursuant to the authority given to her/him by Rental Owner, as her/his free and voluntary act and as the free and voluntary act of Rental Owner, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 200__.

Notary Public

My commission expires: _____

[Seal]

[(Sub)Exhibits "A", "B-1", "B-2", "I", "J-1B", "J-2B", "K" and "L" referred to in this Park Boulevard Project Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "C-1", "C-2", "D", "E", "F", "G", "H", "J-1A" and "J-2A" referred to in this Park Boulevard Project Redevelopment Agreement read as follows:

(Sub)Exhibit "C-1".
(To Park Boulevard Project
Redevelopment Agreement)

T.I.F. Project Budget.

Stateway Gardens.

Project Costs	Total Cost	Percent T.I.F. Eligible	Amount T.I.F. Eligible
Hard Costs			
General Construction			
For-Sale Units	\$35,643,399	1%	\$ 350,000

1/11/2005

SPECIAL MEETING

40733

Project Costs	Total Cost	Percent T.I.F. Eligible	Amount T.I.F. Eligible
C.H.A. Units	\$15,518,141	50%	\$7,708,751
Retail	2,187,900	0%	--
Upgrade Hard Costs	2,272,500	0%	--
Parking	3,890,590	0%	--
Hard Cost Contingency	<u>2,845,172</u>	<u>0%</u>	<u>--</u>
Total Construction Costs:	\$62,357,702	13%	\$8,058,751
Site and Infrastructure Expenses	\$ 6,725,631	65%	\$4,345,362
Soft Costs			
C.H.A. Payment	\$ 1,532,790	0%	--
Pre-Development Cost ⁽¹⁾	350,559	0%	--
Architects/ Engineering Fees	2,512,222	0%	--
Legal and Accounting	547,149	0%	--
Insurance	208,182	0%	--
Property Taxes	250,000	0%	--

(1) Total Pre-Development Costs are \$1,393,219. Expenses are prorated over 1,236 units (1,316 total units less 80 units for The Pershing).

Project Costs	Total Cost	Percent T.I.F. Eligible	Amount T.I.F. Eligible
Condominium Association Fees	\$ 189,900	0%	--
Permits and City Fees	250,000	0%	--
Tax Credit Fee	1,612,846	0%	--
Project Overhead	1,267,760	0%	--
Marketing	3,613,685	0%	--
Sales and Closing Costs	1,222,168	0%	--
Retail Leasing	100,980	0%	--
C.H.A. Soft Costs (Reserves and Management)	805,000	0%	--
Soft Cost Contingency (5% of Soft Costs Dev/Marketing)	<u>400,446</u>	<u>0%</u>	<u>--</u>
Total Soft Costs:	\$14,863,687	0%	\$ --
Financial Costs			
Construction Loan Fee	\$ 97,500	0%	--
Construction Loan Interest	1,233,866	0%	--
Origination Fee (C.H.A.)	125,000	0%	--
T.I.F. Cost of Issuance	300,000	0%	--
T.I.F. Capitalized Interest	991,000	0%	--

1/11/2005

SPECIAL MEETING

40735

Project Costs	Total Cost	Percent T.I.F. Eligible	Amount T.I.F. Eligible
Tax Exempt A (C.H.A. Cash Collateral)	\$ 150,000	0%	--
Tax Exempt B (L.I.H.T.C. Equity Repayment)	<u>175,000</u>	<u>0%</u>	<u>--</u>
Total Finance Costs	\$ 3,072,366	0%	\$ --
TOTAL DEVELOPMENT COSTS:	\$87,019,385	14%	\$12,404,114

(Sub)Exhibit "C-2"
 (To Park Boulevard Project
 Redevelopment Agreement)

*Project Budget -- M.B.E./W.B.E.
 Eligible Costs.*

Stateway Gardens.

Hard Costs

General Construction

For-Sale Units	\$35,643,399
C.H.A. Units	15,518,141
Retail	2,187,900
Upgrade Hard Costs	2,272,500
Parking	3,890,590
Hard Cost Contingency	<u>2,845,172</u>
Total Construction Costs	\$62,357,702

Soft Costs

Architects/Engineering Fees	<u>\$ 2,512,222</u>

Total Soft Costs	<u>\$ 2,512,222</u>

TOTAL DEVELOPMENT COST:	\$64,869,924

(Sub)Exhibit "D".
(To Park Boulevard Project
Redevelopment Agreement)

T.I.F.-Eligible Improvements.

Cost	Estimated Amount
Site Preparation (Curb, Gutter and Storm detention)	\$ 1,707,277
Right-of-Way and Alley Improvements	963,223
Property Acquisition	275,000
Engineered Barriers (Environmental)	385,000
Architectural and Engineering	489,863
Job Training	50,000
Low-Income Housing Costs	7,708,751
Environmental Remediation	825,000

Other costs as may be permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3.

1/11/2005

SPECIAL MEETING

40737

(Sub)Exhibit "E".
(To Park Boulevard Project
Redevelopment Agreement)

Construction Contract.

A true and correct copy of the Construction Contract by and between Developer and its General Contractor, together with all amendments, supplements and exhibits all as of the Closing Date is to be attached at closing.

(Sub)Exhibit "F".
(To Park Boulevard Project
Redevelopment Agreement)

Approved Prior Expenditures.

Line Item	Name Of Firm	Contract Price	Previously Paid	Amount Of This Payment	Balance To Become Due
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL:		\$ _____	\$ _____	\$ _____	\$ _____

Exhibit "G".
(To Park Boulevard Project
Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property (and related improvements):

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only

so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property (and related improvements), if any:

None, except as noted in the attachment to this exhibit cover sheet.

(Sub)Exhibit "H".
(To Park Boulevard Project
Redevelopment Agreement)

*Opinion Of Counsel For Stateway
Associates L.L.C.*

[To be retyped on Developer's Counsel's letterhead]

_____, 200__.

City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Stateway Associates L.L.C., an Illinois limited liability company (the "Developer"), in connection with the construction of certain improvements on _____ located in the 35th/State Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) Park Boulevard Project Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City"); and

(b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) Certificate of Formation, as amended to date, (ii) Amended and Restated Agreement of Limited Liability Company, (iii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of Documents submitted to us as originals and conformity to the originals of all Documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign organization under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Certificate of Formation or Amended and Restated Agreement of Limited Liability Company or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by

which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of any lender providing lender financing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies the members and managers of Developer and the percentage interest held by each member. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the equity of Developer. Each outstanding interest of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America or the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of
Counsel for Stateway Associates, L.L.C.
unavailable at time of printing.]

(Sub)Exhibit "J-1A".
(To Park Boulevard Project
Redevelopment Agreement)

Certificate Of Expenditure And Form Of Tax Exempt Note.

_____, 200__.

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$7,500,000 Tax Increment Allocation Revenue Note
(Park Boulevard Project Redevelopment Project),
Series A (the "Tax Exempt Note")

This Certificate is submitted to you, as Registered Owner of the Tax Exempt Note, pursuant to the ordinance of the City authorizing the execution of the Tax Exempt Note adopted by the City Council of the City on _____, 200__ (the "Ordinance"). All terms used herein shall have the same meanings as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Tax Exempt Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Tax Exempt Note is \$_____, including the amount of this Certificate and less payments made on the Tax Exempt Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, _____.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

1/11/2005

SPECIAL MEETING

40743

Authenticated By:

Registrar

Registered
Number R-1

Maximum Amount
Not To Exceed
\$7,500,000

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Park Boulevard Project Redevelopment Project)
Tax Exempt Series A.

Registered Owner: _____

Interest Rate: ____% per annum (but not more than nine percent (9%))

Maturity Date: _____, 20__ [twenty (20) years]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be

computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on accrued but unpaid interest on this Note shall accrue (but not be paid until 2010) at the Interest Rate per year specified above. Principal of and interest on this Note are payable annually on February 1 of each year commencing 2010 from a percentage of Available Incremental Taxes as provided in the Redevelopment Agreement (hereinafter defined), to be applied first to accrued and unpaid interest and the balance to principal.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteen (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in fully registered form in the aggregate principal amount of advances made from time to time by _____, an Illinois limited liability company (the "Developer") of up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer in connection with the redevelopment of property in the 35th/State Redevelopment Project Area (the "Project Area") in the City, with such redevelopment work and related construction being defined as the "Project", all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) as amended (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) as amended and an ordinance adopted by the City Council of the City on January 14, 2004 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal of and interest of the Note. The revenues so pledged are described in the Redevelopment Agreement (hereinafter defined) as: "Available Incremental Taxes". Reference is hereby made to the aforesaid Ordinance for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note and the terms and conditions under which the Note is issued and secured. This Note Is Not A General Or Moral Obligation Of The City But Is A Special Limited Obligation Of

The City, And Is Payable Solely From The Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Of Or Interest On This Note.

The principal of this Note is subject to prepayment and redemption at any time without premium or penalty (except during any Tax Exempt Note Lock-Out Period, as defined in the Redevelopment Agreement).

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment or redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment or redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide. Pursuant to the Redevelopment Agreement dated as of _____, 200__ (the "Redevelopment Agreement") between the City and Developer, Developer has agreed to construct the Project and to advance funds for the incursion under the T.I.F. Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) shall be deemed to be a disbursement of the proceeds of this Note, and the outstanding principal amount of this Note shall be increased by the amount of each such advance from time to time. The principal amount outstanding of this Note shall be the sum of advances made pursuant to certificates of expenditure ("Certificates of Expenditure") executed by the City in accordance with the Redevelopment Agreement, minus any principal amount paid on this Note. The City shall not execute Certificates of Expenditure with respect to this Note that total in excess of Seven Million Five Hundred Thousand Dollars (\$7,500,000).

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of

principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of

_____, ____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

1/11/2005

SPECIAL MEETING

40747

This Note is described in the
within mentioned Ordinance and
is the Seven Million Five Hundred
Thousand Dollar (\$7,500,000)
Tax Increment Allocation Revenue
Note (Park Boulevard Project
Redevelopment Project), Series A,
of the City of Chicago,
Cook County, Illinois.

Comptroller

Date: _____

\$7,500,000
Tax Exempt Note
Debt Service Schedule

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto
_____ the within Note and does hereby irrevocably constitute and
appoint _____ attorney to transfer the said Note on the books
kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to as of: _____

City of Chicago, Illinois

By: _____

Title: _____
Department of Planning
and Development

(Sub)Exhibit "J-2A".
(To Park Boulevard Project
Redevelopment Agreement)

Certificate Of Expenditure And Form Of Taxable Note.

_____, 200__

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$2,000,000 Tax Increment Allocation Revenue Note
(Park Boulevard Project Redevelopment Project),
Taxable Series B (the "Taxable Note")

This Certificate is submitted to you, as Registered Owner of the Taxable Note, pursuant to the ordinance of the City authorizing the execution of the Taxable Note adopted by the City Council of the City on _____, 200_ (the "Ordinance"). All terms used herein shall have the same meanings as when used in the Ordinance.

1/11/2005

SPECIAL MEETING

40749

The City hereby certifies that \$ _____ is advanced as principal under the Taxable Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Taxable Note is \$ _____, including the amount of this Certificate and less payments made on the Taxable Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

Registered
Number R-1

Maximum Amount
Not To Exceed
\$2,000,000

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Park Boulevard Project Redevelopment Project)
Taxable Series B.

Registered Owner: _____, an Illinois limited liability company

Interest Rate: _____% per annum (but not more than nine and five-tenths percent (9.5%))

Maturity Date: _____, 20____ [twenty (20) years]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Two Million Dollars (\$2,000,000) and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on accrued but unpaid interest on this Note shall accrue at the Interest Rate per year specified above. Principal of and interest on this Note are payable on February 1 of each year from a percentage of Available Incremental Taxes as provided in the Redevelopment Agreement (hereinafter defined), to be applied first to accrued and unpaid interest and the balance to principal.

The principal of and interest on this Note are payable in lawful money of the United States of America and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in fully registered form in the aggregate principal amount of advances made from time to time by _____, an Illinois limited liability company (the "Developer"), of up to Two Million Dollars (\$2,000,000) for the purpose of paying the costs of certain eligible redevelopment project costs

incurred by Developer in connection with the redevelopment of property in the 35th/State Redevelopment Project Area (the "Project Area") in the City, with such redevelopment work and related construction being defined as the "Project", all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) as amended (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) as amended and an ordinance adopted by the City Council of the City on January 14, 2004 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal of and interest of the Note. The revenues so pledged are described in the Redevelopment Agreement (hereinafter defined) as: "Available Incremental Taxes". Reference is hereby made to the aforesaid Ordinance for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note and the terms and conditions under which the Note is issued and secured. This Note Is Not A General Or Moral Obligation Of The City But Is A Special Limited Obligation Of The City, And Is Payable Solely From The Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Of Or Interest On This Note.

The principal of this Note is subject to prepayment and redemption at any time without premium or penalty (except during any Taxable Note Lock-Out Period, as defined in the Redevelopment Agreement).

This Note is transferable with the consent of the City by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment or redemption has been mailed, nor during a period of five (5) days next preceding mailing of a

notice of prepayment or redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide. Pursuant to the Redevelopment Agreement dated as of _____, 200__ (the "Redevelopment Agreement") between the City and Developer, Developer has agreed to construct the Project and to advance funds for the incursion under the T.I.F. Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of Two Million Dollars (\$2,000,000) shall be deemed to be a disbursement of the proceeds of this Note, and the outstanding principal amount of this Note shall be increased by the amount of each such advance from time to time. The principal amount outstanding of this Note shall be the sum of advances made pursuant to certificates of expenditure ("Certificates of Expenditure") executed by the City in accordance with the Redevelopment Agreement, minus any principal amount paid on this Note. The City shall not execute Certificates of Expenditure with respect to this Note that total in excess of Two Million Dollars (\$2,000,000). The principal amount of this Note may be reduced as provided in the Redevelopment Agreement.

Pursuant to Sections 4.03, 4.05 and 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate and suspend payments of principal of and interest on this Note upon the occurrence and continuance of certain events, as described in the Redevelopment Agreement. Such right shall survive any transfer of this Note by the Registered Owner.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor

1/11/2005

SPECIAL MEETING

40753

and attested by the duly authorized signature of the City Clerk of the City, all as of _____, ____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Two Million Dollar (\$2,000,000) Tax Increment Allocation Revenue Note (Park Boulevard Project Redevelopment Project), Taxable Series B, of the City of Chicago, Cook County, Illinois.

Comptroller

Date: _____

\$2,000,000
Taxable Note
Debt Service Schedule

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____, attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to as of: _____

City of Chicago, Illinois

By: _____

Title: _____
Department of Planning
and Development

Exhibit "B".
(To Ordinance)

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote readouts are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Department Of Housing.

Low-Income Housing Tax Credit 3% Departmental Administrative/Service Fee.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING CASE OF *MOTHER AND
FATHER, ET AL., V. CASSIDY, ET AL.*

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Mother and Father, et al., v. Cassidy, et al.*, 01 L 7637, in an amount of \$2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

Alderman Natarus moved to amend the foregoing proposed order on its face by striking the compensation amount of \$2,000,000 and inserting in lieu thereof the compensation amount of \$10,000,000.

Alderman Burke then moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Alderman Natarus -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Mother and Father, et al., v. Cassidy, et al.*, 01 L 7637, in an amount of \$2,000,000.

DESIGNATION OF PETERSON CICERO, L.L.C. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR CONSTRUCTION OF
AFFORDABLE HOUSING AT 6040
NORTH CICERO AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Peterson Cicero, L.L.C., amount of note not to exceed \$10,300,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman M. Smith invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that she had a familial relationship with the project developer.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 16, 2000 (the "Approval Ordinance"), a certain redevelopment plan and project (the "Plan") for the Peterson Cicero Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 (the "Designation Ordinance"), the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 (the "Adoption Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan (the Approval Ordinance, the Designation Ordinance and the Adoption Ordinance shall be known collectively herein as the "T.I.F. Ordinances"); and

WHEREAS, Peterson Cicero, L.L.C., an Illinois limited liability company (the "Company"), has acquired a site (the "Property") located within the Area and shall commence and complete site preparation on the Property and construction of two (2) separate buildings containing approximately forty thousand four hundred five (40,405) square feet of commercial space and approximately one hundred thirty-six (136) condominium units, including approximately twenty-seven (27) Affordable Units on the Property (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Property in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City,

including but not limited to construction of the facilities, to be financed in part by incremental taxes, if any, deposited in the Peterson Cicero Redevelopment Project Area Special Tax Allocation Fund (as defined in the Adoption Ordinance) (the "Fund") pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to Resolution 04-CDC-80 adopted by the Community Development Commission of the City (the "Commission") on September 28, 2004, the Commission has recommended that the Company be designated as the developer for the Project and that the City's Department of Planning and Development ("D.P.D.") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City in substantially in the form attached hereto as Exhibit A and made a part hereof (the "Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate principal amount not to exceed Ten Million Three Hundred Thousand Dollars (\$10,300,000) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City a principal amount not to exceed Ten Million Three Hundred Thousand Dollars (\$10,300,000) for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Agreement as "T.I.F.-Funded Improvements"). A note of the City in a principal amount up to Five Million Dollars (\$5,000,000) shall be issued and shall be designated "Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project Area), Taxable Series 2004A" ("City Note 1"). A note of the City in a principal amount up to Five Million Three Hundred Thousand Dollars

(\$5,300,000) shall be issued and shall be designated "Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project Area), Taxable Series 2004B" ("City Note 2"; collectively with City Note 1, the "City Notes"). The City Notes shall be substantially in the form attached to the Agreement as (Sub)Exhibit L-1 and (Sub)Exhibit L-2 and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer of the City (the "Chief Financial Officer"), at the time of issuance to reflect the purpose of the issue. The City Notes shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Notes are hereby appropriated for the purposes set forth in this Section 5.

Each City Note shall mature not later than twenty (20) years after its respective date of issuance and shall bear interest at a fixed interest rate not to exceed eight and seventy-five hundredths percent (8.75%) per annum as provided in the Agreement until the principal amount of such City Note is paid or until maturity, with the exact rate to be determined by the Chief Financial Officer, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The principal of and interest on each City Note shall be paid by check, draft or wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names such City Note is registered at the close of business on the payment date, in any event no later than at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of each City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on each City Note, and each City Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on a City Note shall cease to be such officer before the delivery of such City Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each City Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for such City Note, and showing the date of authentication. Each City Note shall not be valid or obligatory for any purpose or be entitled to any

security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon such City Note shall be conclusive evidence that such City Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the City Notes (to the extent such transfer is permitted under the Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the City Notes. The City is authorized to prepare, and the Registrar shall keep custody of, multiple City Note blanks executed by the City for use in the transfer of the City Notes.

Upon surrender for a transfer of a City Note authorized under the Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) on the instrument of transfer, and (iv) any deliveries required under the Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered City Note of the same maturity, of authorized denomination, for the authorized principal amount of such City Note less previous retirements. The execution by the City of a fully registered City Note shall constitute full and due authorization of such City Note and the Registrar shall thereby be authorized to authenticate, date and deliver such City Note. The Registrar shall not be required to transfer or exchange a City Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of such City Note nor to transfer or exchange a City Note after notice calling such City Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of such City Note. No beneficial interests in a City Note shall be assigned, except in accordance with the procedures for transferring a City Note described above.

The person in whose name a City Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of such City Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such City Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of a City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of such City Note.

SECTION 7. Subject to the limitations set forth herein, the Chief Financial Officer is authorized to determine the terms of the City Notes and to issue the City Notes on such terms as the Chief Financial Officer may deem to be in the best interest of the City. The principal of each City Note shall be subject to prepayment as provided in the form of such City Note attached to the Agreement as (Sub)Exhibit M. As directed by the Chief Financial Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Debt Service Schedule attached to each City Note the amount of any payment of principal or interest on such City Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Agreement.

SECTION 9. Each City Note hereby authorized shall be executed as in this Ordinance and the Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Agreement, and thereupon, be deposited with the Commissioner, and be by said Commissioner delivered to the Developer.

SECTION 10. Pursuant to the Adoption Ordinance, the City has created or will create the Fund. The City Comptroller of the City is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the Adoption Ordinance, all Incremental Taxes received by the City for the Area are to be deposited into the Fund.

There is hereby created within the Fund a special subaccount to be known as the "Peterson Cicero Account" (the "Peterson Cicero Account"). The City shall designate and deposit into the Peterson Cicero Account an amount equal to ninety-two and one-half of one percent (92.5%) of the Incremental Taxes deposited into the Fund attributable to increases in the equalized assessed value of the tax parcels comprising the Property (such amount, the "Available Incremental Taxes"). Subject to the terms and conditions of the Agreement, the City shall use the Available Incremental Taxes to make payments with respect to the City Notes until the City Notes have been fully repaid. In the event that an event of default under the Agreement entitles the City to permanently terminate further payments of City Funds (as defined in the Agreement) with respect to the City Notes, the City may in

its discretion, return the amounts in the Peterson Cicero Account established above that would otherwise be allocated to the payment of the City Notes to the Fund of the City and the Peterson Cicero Account shall be closed.

The City hereby assigns, pledges and dedicates the Peterson Cicero Account, together with all amounts on deposit therein, to the payment of the principal of and interest, if any, on the City Notes when due under the terms of the Agreement. Upon deposit, the monies on deposit in the Peterson Cicero Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Peterson Cicero Account. All monies on deposit in the Peterson Cicero Account shall be used to pay the principal of and interest on the City Notes, at maturity or upon payment or redemption prior to maturity, in accordance with its terms, which payments from the Peterson Cicero Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the City Notes and the Agreement in accordance with their terms (or the termination of the City's obligation to make such payments), the amounts on deposit in the Peterson Cicero Account, as applicable, shall be deposited in the Fund of the City and the Peterson Cicero Account shall be closed.

Notwithstanding any of the foregoing, payments on the City Notes will be subject to the availability of Available Incremental Taxes in the Peterson Cicero Account.

SECTION 11. Each City Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Peterson Cicero Account and shall be a valid claim of the registered owner thereof only against said sources. The City Notes shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of a City Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on such City Note. The City's obligation to fully repay each City Note is further limited by the terms and conditions of the Agreement.

SECTION 12. Monies on deposit in the Fund or the Peterson Cicero Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Notes.

SECTION 13. Pursuant to the Agreement, the Developer shall complete the Project. The eligible redevelopment project costs of the Project constituting T.I.F.-Funded Improvements up to the principal amount of Five Million Dollars (\$5,000,000) shall be deemed to be a disbursement of the proceeds of City Note 1.

The eligible redevelopment project costs of the Project constituting T.I.F.-Funded Improvements up to the principal amount of Five Million Three Hundred Thousand Dollars (\$5,300,000) shall be deemed to be a disbursement of the proceeds of City Note 2. Upon issuance, City Note 1 shall have an initial principal balance equal to the Developer's prior expenditures for T.I.F.-Funded Improvements up to a maximum amount of Five Million Dollars (\$5,000,000), as supported by a Certificate of Expenditure in accordance with the City Note, and subject to the reductions described in the Agreement. Upon issuance, City Note 2 shall have an initial principal balance equal to the Developer's prior expenditures for T.I.F.-Funded Improvements up to a maximum amount of Five Million Three Hundred Thousand Dollars (\$5,300,000), as supported by a Certificate of Expenditure in accordance with the City Note, and subject to the reductions described in the Agreement. After issuance, the principal amount outstanding under each City Note shall be the initial principal balance of such City Note, plus interest thereon, minus any principal amount and interest paid on such City Note and other reductions in principal as provided in the Agreement.

SECTION 14. The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of each City Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 15. The provisions of this ordinance shall constitute a contract between the City and the registered owners of each City Note. All covenants relating to a City Note are enforceable by the registered owners of such City Note.

SECTION 16. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 17. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 18. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Peterson Cicero
Redevelopment Project Area*

*Peterson Cicero, L.L.C.
Redevelopment Agreement*

By And Between

The City Of Chicago

And

*Peterson Cicero, L.L.C.,
An Illinois Limited Liability Company.*

This Peterson Cicero, LLC Redevelopment Agreement (this "**Agreement**") is made as of this _____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and Peterson Cicero, LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "**State**"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the **Tax Increment Allocation Redevelopment Act**, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "**Act**"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. **City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Peterson Cicero Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Peterson Cicero Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Peterson Cicero Redevelopment Project Area"(the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described Exhibit C hereto.

D. **The Project:** The Developer intends to purchase or has purchased (the "Acquisition") certain property located within the Redevelopment Area at 6000 North Cicero Avenue, Chicago, Illinois 60646 and legally described on Exhibit A hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete site preparation on the Property and construction of two separate buildings containing approximately 40,405 square feet of commercial space and approximately 136 condominium units, including 27 Affordable Units (the "Facility"). The Market-Rate and Affordable Units will have identical standard features. Each of the Affordable Units will include one parking space. Parking spaces will be available for purchase by owners of the Market-Rate Units at a price of \$25,000 each. The buildings will be constructed of masonry and stone with set back balconies. Fifty percent of the net roof area in both buildings will have green roofs, with the specific configuration being determined as the green roof design advances. A ground-level area of approximately 12,000 square feet between both buildings will be landscaped, and the Developer will construct perimeter site improvements, including the landscaping, lighting and new sidewalk improvements for both the east and west portions of Cicero Avenue from Peterson Avenue to North Glenlake Avenue. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit B and other obligations described above are collectively referred to herein as the "Project." The Project shall be commenced and completed within the time frames set forth in Section 3.01. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. It is anticipated that the Project will be developed in two phases, as described below, with each phase including both Affordable Units and Market-Rate Units. The number of Market-Rate Units may be reduced in the event that purchasers combine more than one unit into a larger unit.

Phase 1. The first phase of the Project ("Phase 1"), is expected to consist of a five-story building with approximately 40,405 square feet on the ground floor for Commercial Space, an approximately 45,028 square-foot below-grade parking structure containing approximately 132 parking spaces for the Commercial Space and approximately 91 parking spaces for the Residential Space, with approximately an additional 37 ground-level, surface parking spaces for the Commercial Space. It is anticipated that the Commercial Space will be retained by the Developer and leased to one or more tenants. The second through fifth floors of the building will be developed with approximately 61 one- and two-bedroom condominium units, including two one-bedroom and ten

two-bedroom Affordable Units which shall be subject to a City Recapture Mortgage. The one-bedroom Market-Rate Units will range in size from approximately 865 square feet to 934 square feet and will be offered at a price of approximately \$256,850. The two-bedroom Market-Rate Units will range in size from approximately 1,117 square feet to 1,531 square feet and will range in price from approximately \$307,175 to \$421,025. The one-bedroom Affordable Units will have approximately 865 square feet and will be offered at a price of approximately \$124,500 to Qualified Households. The two-bedroom Affordable Units will have approximately 1,054 square feet and will be offered at a price of \$154,500 to Qualified Households.

Phase 2. The second phase of the Project ("Phase 2"), is expected to consist of a six-story building with approximately 75 condominium units, including five one-bedroom and 10 two-bedroom Affordable Units which shall be subject to a City Recapture Mortgage, and an approximately 22,786 square-foot below-grade parking structure containing approximately 107 parking spaces. The one-bedroom Market-Rate Units will have approximately 958 square feet and will be offered at a price of approximately \$263,519. The two-bedroom Market-Rate Units will have approximately 1,546 square feet and will be offered at a price of approximately \$425,150. The one-bedroom Affordable Units will have approximately 866 square feet and will be offered at a price of approximately \$124,500 to Qualified Households. The two-bedroom Affordable Units will have approximately 1,064 square feet and will be offered at a price of \$153,500 to Qualified Households.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Peterson Cicero Tax Increment Financing Redevelopment Plan and Project dated _____ (the "Redevelopment Plan") attached hereto as **Exhibit C**, as amended from time-to-time.

F. City Financing: The City agrees to use, in the amounts set forth in **Section 4.03** hereof, (i) the proceeds of the City Notes (defined below) and/or (ii) Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Notes.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date, the proceeds of which may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Notes provided to the Developer pursuant to this Agreement), to make payments of principal and interest on the City Notes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in Recital B hereof.

"Actual Profit" shall mean an amount equal to Net Sales Proceeds, plus City Funds, less Actual Project Costs.

"Actual Project Costs" shall mean all hard and soft costs included in the Project Budget and actually expended to implement the Project, as such costs are proved up to the satisfaction of DPD, exclusive of (a) sales commission, closing costs, developer fee, developer management fee and profit, and (b) supervision, overhead or any other charges, fees or amounts paid to the Developer, its employees, staff or Affiliates.

"Acquisition" shall have the meaning set forth in Recital D hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Affordable Price" shall have the meaning set forth in Exhibit B to the City Recapture Mortgage attached hereto as Exhibit O.

"Affordable Units" shall mean the seven (7) one-bedroom condominium units and 20 two-bedroom condominium units included in the Project, each of which shall be sold to a Qualified Household for the applicable Affordable Price.

"Available Incremental Taxes" shall mean an amount equal to 92.5 percent of the Incremental Taxes deposited in the Peterson Cicero Redevelopment Project Area TIF Fund attributable to the taxes levied on the Property.

"Certificate 1" shall have the meaning set forth in Section 7.01 hereof.

"Certificate 2" shall have the meaning set forth in Section 7.01 hereof.

"Certificates" shall mean, collectively, Certificate 1 and Certificate 2.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Notes pursuant to which the principal amount of the City Notes will be established.

"Change Order" shall mean any amendment or modification to the Plans and Specifications or the Project Budget as described in **Section 3.02**, **Section 3.03** and **Section 3.04**, respectively.

"City Council" shall have the meaning set forth in Recital C hereof.

"City Funds" shall mean the funds paid to the Developer as described in **Section 4.03(b)** hereof.

"City Notes" shall mean, collectively, City Note 1 and City Note 2.

"City Note 1" shall mean the City of Chicago Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project Area), Taxable Series 2004A to be in the form attached hereto as **Exhibit L-1**, in the maximum principal amount of \$5,000,000, issued by the City to the Developer on the Closing Date, bearing interest at the City Note Interest Rate, and as more fully described in **Section 4.03** hereof.

"City Note 2" shall mean the City of Chicago Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project Area), Taxable Series 2004B to be in the form attached hereto as **Exhibit L-2**, in the maximum principal amount of \$5,300,000, issued by the City to the Developer on the Closing Date, bearing interest at the City Note Interest Rate, and as more fully described in **Section 4.03** hereof.

"City Note Interest Rate" shall mean the rate equal to 300 basis points above the observed mean value for the prevailing interest rates for the 10-year United States Treasury constant maturity as published in the daily Federal Reserve Statistical Release for the 15 consecutive Business Days before the applicable City Note is issued, but in no event exceeding eight and three-fourths percent (8.75%).

"City Recapture Mortgage" shall mean the Mortgage, Security Agreement and Recapture Agreement Including Restrictive Covenants to be executed by purchasers of Affordable Units in favor of the City to secure the conditional repayment of the purchase price subsidy afforded such purchasers, which shall be in substantially the form of **Exhibit O**.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commercial Space" shall mean the space located on the first floor of the improvements to be located in the Phase 1 building on the Property that will contain area devoted to commercial and/or retail uses, which will have a net rentable floor area of approximately 40,405 square feet.

"Commissioner" shall mean the Commissioner of the City's Department of Planning and Development.

"Completion Certificate" shall mean a certificate of completion that the City may issue with respect to completion of Phase 1 or Phase 2 of the Project described in **Section 7.01** hereof.

"Construction Contract" shall mean that certain contract entered into between the Developer and the General Contractor in the form attached hereto as **Exhibit D**, providing for construction of portions of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"CPI" shall mean the Consumer Price Index for all Urban Consumers (1982-1984=100), Chicago/Gary/Kenosha Metropolitan Area - All Items published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"). In the event that (i) the Bureau ceases to use the 1982-84 average of 100 as the basis of calculation and the Bureau does not recalculate the then applicable CPI number for all years including 1982-84, or (ii) the Developer and the City mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iii) the CPI shall be discontinued for any reason, then the Developer and the City shall thereafter accept and use such other CPI or comparable statistic on the cost of living for the United States as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority selected the Developer and the City. In the event of the use of comparable statistics of the CPI as above mentioned, there shall be made in the method of computation provided for, such revisions as the circumstances may require to carry out the intent of the parties as set forth herein.

"Employer(s)" shall have the meaning set forth in **Section 10** hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns).

"Event of Default" shall have the meaning set forth in **Section 15** hereof.

"Excess Profit" shall mean an amount equal to Actual Profit, less Threshold Profit where the Developer has sold at least all of the Affordable Units and eighty percent (80%) of the Market Rate Units and will include in Excess Profit the estimated profit from unsold Market Rate Units by calculating the average price per square foot of the sold Market Rate Units.

"Existing Mortgage" shall have the meaning set forth in **Section 16** hereof.

"Facility" shall have the meaning set forth in **Recital D** hereof.

"Financial Statements" shall mean audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean W.E. O'Neil Construction Company, which was selected pursuant to Section 6.01.

"Governmental Charge" shall have the meaning set forth in **Section 8.19(a)** hereof.

"Gross Sales Proceeds" shall mean all income generated by the Project, including but not limited to the proceeds from the sale of residential units, parking spaces and upgrades to residential units and proceeds from the sale of the Commercial Space. Proceeds from the sale of Commercial Space shall be deemed to be \$10,300,000, as increased, but not decreased, by the percent of increase in the CPI between the Closing Date and the date the Excess Profit amount, if any, is determined.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in **Section 10** hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Peterson Cicero Redevelopment Project Area Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitees" shall have the meaning set forth in **Section 13.01** hereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in **Section 4.01** hereof.

"Market-Rate Units" shall mean the 109 (or such lesser number as may be applicable if units are combined) condominium units included in the Project that shall be sold at market rates.

"MBE(s)" shall mean a business which, as of the date that it enters into a contract relating to the Project, is identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the MBE/WBE Program.

"MBE/WBE Budget" shall mean the budget attached hereto as **Exhibit H**, as described in **Section 10.03**.

"MBE/WBE Program" shall have the meaning set forth in **Section 10.03** hereof.

"Minimum Assessed Value" shall have the meaning set forth in **Section 8.19(c)** hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Net Sales Proceeds" shall mean Gross Sales Proceeds minus actual sales commissions, closing costs and other costs that the City determines should be deducted from Gross Sales Proceeds rather than included in Project Costs.

"New Mortgage" shall have the meaning set forth in **Section 16** hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Occupancy Report" shall have the meaning set forth in **Section 8.06** hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit F** hereto.

"Permitted Mortgage" shall have the meaning set forth in **Section 16** hereof.

"Peterson Cicero Redevelopment Project Area TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Phase 1" shall have the meaning set forth in Recital D hereof.

"Phase 2" shall have the meaning set forth in Recital D hereof.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in **Section 4.05(a)** hereof.

"Project" shall have the meaning set forth in Recital D hereof.

"Project Budget" shall mean the budget attached hereto as **Exhibit G**, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with **Section 3.03** hereof.

"Property" shall have the meaning set forth in Recital D and **Exhibit A** hereof.

"Qualified Household" shall have the meaning set forth in **Exhibit B** to the City Recapture Mortgage attached hereto as **Exhibit O**.

"Redevelopment Area" shall have the meaning set forth in Recital C hereof.

"Redevelopment Plan" shall have the meaning set forth in Recital E hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as **Exhibit K**, to be delivered by the Developer to DPD pursuant to **Section 4.04** of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 180 days prior to the Closing Date accompanied by an affidavit from the surveyor dated the Closing Date indicating no changes to the survey, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2024).

"Threshold Profit" shall mean fifteen percent (15%) of Actual Project Costs.

"TIF Adoption Ordinance" shall have the meaning set forth in Recital C hereof.

"TIF Bonds" shall have the meaning set forth in Recital F and Section 8.05 hereof.

"TIF Bond Ordinance" shall have the meaning set forth in Recital F.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in Recital C hereof.

"Title Company" shall mean First American Title Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business which, as of the date that it enters into a contract relating to the Project, is identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the MBE/WBE Program.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than April 1, 2005; (ii) complete construction of Phase 1 no later than December 1, 2007; and (iii) complete construction of Phase 2 no later than December 1, 2008.

3.02 Scope Drawings and Plans and Specifications. The Developer shall deliver to DPD the Scope Drawings and Plans and Specifications for approval. Any subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to **Section 3.04** hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Sixty Million Eight Hundred Twenty-Three Thousand Eight Hundred Fifty-Two Dollars (\$60,823,852). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in **Section 4.01** hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to **Section 3.04** hereof.

3.04 Change Orders. Any Change Orders that individually or in the aggregate (a) permanently increase or decrease the Project Budget by more than ten percent (10%), (b) reduce the net rentable square footage of the Project by more than five percent (5%), or (c) change the basic uses of the Project must be submitted by the Developer to DPD for DPD's prior written approval. DPD will attempt to expeditiously review any such Change Order request and approve or disapprove (with a brief written explanation given of any disapproval) such proposed Change Order within thirty (30) days of its receipt thereof. The Developer shall not authorize nor permit the performance of any work relating to the Change Order described in the preceding clauses (a), (b) or (c) or the furnishing of materials in connection therewith prior to the receipt of DPD's written approval, or DPD's deemed approval. The Construction Contract and each contract between the General Contractor and any subcontractor shall contain a provision to this effect. An approved Change Order shall not be deemed to imply an obligation on the part of the City to increase the amount of City Funds payable pursuant to this Agreement or provide any other funding.

3.05 DPD Approval. Any approval granted by DPD of the Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of **Section 5.03** (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Plans and Specifications) and proof of the

General Contractor's and each subcontractor's bonding as required hereunder. Notwithstanding the foregoing, the Developer may commence demolition, excavation and site preparation following receipt of permits and approvals and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect but which may be the same as Lender uses) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, provided its reasonable and customary for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project. At the Developer's option, the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed by the State of Illinois.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$60,823,852, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.05 and 4.06</u>)	\$ 3,500,000
Lender Financing	35,021,925
Sales Proceeds and Lease Income	57,197,575
Debt Repayment	<u>(34,895,647)</u>
ESTIMATED TOTAL	\$60,823,852

4.02 Developer Funds. Equity, Lender Financing and/or Sales Proceeds and Lease Income may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(c), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. The costs listed on Exhibit B are Redevelopment Project Costs. City Funds shall not be paid to the Developer hereunder prior to the issuance of the applicable Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reimburse the Developer for TIF-eligible expenses up to a maximum of Ten Million Three Hundred Thousand Dollars (\$10,300,000) (the "City Funds"). The City's financial commitment will be as follows:

(i) City Notes. The City will issue the City Notes to the Developer on the Closing Date.

(A) City Note 1 shall have an initial principal amount not to exceed the lesser of: (i) Five Million Dollars (\$5,000,000) or (ii) an amount equal to the costs of the TIF-eligible expenses which have been incurred by the Developer by Closing Date and are to be reimbursed by the City through payments of principal and interest on City Note 1, subject to the provisions hereof; and provided, however, that payments under City Note 1 are subject to the amount of Available Incremental Taxes deposited into the Peterson Cicero Redevelopment Project Area TIF Fund being sufficient for such payments. TIF-eligible costs, the Developer's request for

reimbursement and City's outstanding balance on City Note 1 will be certified to City Note 1 on the date of issuance of City Note 1 and on an annual basis thereafter pursuant to Section 4.04. Interest on City Note 1 will accrue at the City Note Interest Rate upon the later to occur of (a) the issuance of Certificate 1 and (b) the commencement of construction of Phase 2. Interest on City Note 1 will compound annually. Payments of principal of and interest on City Note 1 shall be made as set forth below, provided that no payments shall be before the later to occur of (a) the issuance of Certificate 1 and (b) the commencement of construction of Phase 2.

(B) City Note 2 shall have an initial principal amount not to exceed the lesser of: (i) Five Million Three Hundred Thousand Dollars (\$5,300,000) or (ii) an amount equal to the costs of the TIF-eligible expenses which have been incurred by the Developer by Closing Date and are to be reimbursed by the City through payments of principal and interest on City Note 2, subject to the provisions hereof; and provided, however, that payments under City Note 2 are subject to the amount of Available Incremental Taxes deposited into the Peterson Cicero Redevelopment Project Area TIF Fund being sufficient for such payments. TIF-eligible costs, the Developer's request for reimbursement and City's outstanding balance on City Note 2 will be certified to City Note 2 on the date of issuance of City Note 2 and on an annual basis thereafter pursuant to Section 4.04. Interest on City Note 2 will accrue at the City Note Interest Rate upon the issuance of Certificate 2 and will compound annually. Payments of principal of and interest on City Note 2 shall be made as set forth below, provided that no payments shall be before the issuance of Certificate 2.

(ii) Payments on the City Note. The City Notes attached hereto as Exhibit L-1 and Exhibit L-2 will have a maximum term of twenty years. The first payment with respect to City Note 1 shall be made on the later to occur of March 1, 2008 (from Available Incremental Taxes received by the City in the prior year) or two months after the City's receipt of a Requisition Form in accordance with Section 4.04. The first payment with respect to City Note 2 shall be made on the later to occur of March 1, 2009 (from Available Incremental Taxes received by the City in the prior year) or two months after the City's receipt of a Requisition Form in accordance with Section 4.04. After the City has made the first payment with respect to a City Note, thereafter, annual payments shall be made with respect to such City Note on the later to occur of March 1st of each subsequent calendar year or two months after the City's receipt of a Requisition Form. If, in any year, the City does not make such annual payment, then, in the next year (and if required, any subsequent years), Available Incremental Taxes shall first be applied to repay any shortfall amounts, and then applied to make such year's scheduled annual payment. In the event Available Incremental Taxes are more than sufficient to pay the scheduled annual payment (and no shortfall amounts remain unpaid), the City, in its sole discretion, may elect to use such excess Available Incremental Taxes to prepay the City Notes or for any other legal use that the City may deem necessary or appropriate.

The City Notes may be prepaid in whole or in part, without premium or penalty, at any time.

If the Developer defaults pursuant to Section 15.01, interest shall immediately cease to accrue on the City Notes effective as of the date on which the Event of Default is deemed to have occurred pursuant to Section 15.03, and no payments shall be made with respect to the City Notes during any cure period applicable to such default. Any Available Incremental Taxes that would have been used to make payments during such time period shall, however, be reserved by the City pending the possible cure of such default. If such default is cured, interest shall again begin to accrue on the City Notes effective as of the actual date on which the default is cured and any reserved payments of Available Incremental Taxes shall be released by the City and used to pay the City Notes. If such default is not cured or is not subject to a cure period, the City shall have the remedies set forth in Section 15.03.

(iii) Transfer of City Notes. After issuance, the City Notes may be pledged to a lender providing Lender Financing, but may not be sold without the consent of the Commissioner of DPD, which consent shall be in the Commissioner's reasonable discretion. Notwithstanding any such permitted pledge, the City shall have no obligation to make any payments with respect to the City Notes except to the Developer, and then subject to the conditions set forth in this Agreement, including but not limited to Section 18.15, and in the City Notes.

(iv) Cessation of Payments under City Notes. If an Event of Default occurs (but subject to Section 15.03), the City shall have no further obligations to make any payments with respect to the City Notes and the City shall have the remedies set forth in Section 15.

(v) Other Incremental Taxes. Any Incremental Taxes that either (a) are not Available Incremental Taxes or (b) are not required to make payments under this Agreement (whether because all currently due payments have been made, because of the failure of the City Notes to issue, because of an Event of Default entitling the City to terminate further payments with respect to the City Notes, because of the full repayment of the City Notes, or otherwise) shall belong to the City and may be pledged or used for such purposes as the City deems necessary or appropriate.

(c) Excess Profit Provision. (i) Prior to the issuance of Certificate 2, the Developer shall submit to DPD an updated pro forma, including an updated Project Sources and Uses, using the final Project data. If the Developer realizes an Excess Profit, then for every \$1.00 of Excess Profit, the principal amount of City Note 2 will be decreased by \$.50. The amount that City Note 2 shall be decreased shall be determined prior to the issuance of Certificate 2, and the principal amount of City Note 2 shall be adjusted accordingly.

4.04 Requisition Form. On the Closing Date and prior to each November 1 (or such other date as the parties may agree to) thereafter, beginning in 2007 and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide DPD with a Requisition Form in the form attached hereto as Exhibit K, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD).

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project that occurred prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its reasonable discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures not listed on Exhibit I made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited, subject to the terms of Section 3.04. DPD shall not unreasonably withhold its consent to such transfers so long as the Corporation Counsel has advised DPD that an expenditure qualifies as an eligible cost under the Act.

(c) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of Equity. Each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged first to Equity.

(ii) Disbursement of Lender Financing. After there is no Equity remaining, each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged to Lender Financing.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Execution of Certificate of Expenditure. Prior to each execution of a Certificate of Expenditure by the City if a City Note is issued, the Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

(a) the total amount of the request for Certificate of Expenditure represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City

from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 4.03 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity, Lender Financing and other funds in the amounts set forth in Section 4.01 hereof to complete the Project and to satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with Equity as set forth in Section 4.01) to complete the Project. The Developer has delivered to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit F hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by

Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters, including compliance with the Job Readiness Program as set forth in Section 8.21 hereof.

5.13 Environmental. The Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the company; and such other organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in the City of Chicago, and shall submit all bids received, as requested by DPD, to DPD for its inspection. For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of DPD's request. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the

subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10 percent of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. The Developer has delivered to DPD and DPD has approved the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above. The Developer shall deliver to DPD any modifications, amendments or supplements thereto..

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment related to such work by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement) Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within seven (7) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction. Upon completion of construction of Phase 1 and Phase 2 of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer Certificate 1 and Certificate 2, respectively, in recordable form certifying that the Developer has fulfilled its obligation to complete Phase 1 or Phase 2 of the Project, respectively, in accordance with the terms of this Agreement.

(a) Certificate 1 will not be issued until:

- (i) The Developer has notified the City in writing that Phase 1 has been completed as defined in this Agreement; and
- (ii) The Developer has completed construction of a green roof for Phase 1 that covers at least 50 percent of the net roof area of Phase 1; and
- (iii) The Developer has received a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for Phase 1; and
- (iv) The Developer has complied with its obligations under the terms of the affordable housing requirements for Phase 1 as set forth in, but not limited to, Section 8.20 of this Agreement; and
- (v) The City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in Section 10 and Section 8.09 (M/WBE, City Residency and Prevailing Wage) with respect to construction of Phase 1; and
- (vi) Closings for the sale of 80 percent of the Market-Rate Units and all of the Affordable Units in Phase 1 have occurred; provided, however, that for purposes of issuing Certificate 1 and upon prior written request by the Developer, DPD may, in its sole discretion, include in the number of closings those units, if any, for which binding contracts of sale have been obtained but for which the sale closing has not occurred.

Certificate 2 will not be issued until:

- (i) The Developer has notified the City in writing that Phase 2 has been completed as defined in this Agreement; and
- (ii) The Developer has completed construction of a green roof for Phase 2 that covers at least 50 percent of the net roof area of Phase 2; and
- (iii) The Developer has received a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for Phase 2; and
- (iv) The Developer has complied with its obligations under the terms of the affordable housing requirements for Phase 2 as set forth in, but not limited to, Section 8.20 of this Agreement; and
- (v) The City's Monitoring and Compliance Unit has verified that the Developer is in full

compliance with City requirements set forth in Section 10 and Section 8.09 (M/WBE, City Residency and Prevailing Wage) with respect to construction of Phase 2; and

- (vi) Closings for the sale of 80 percent of the Market-Rate Units and all of the Affordable Units in the Project have occurred; and
- (vii) The Excess Profit amount, if any, has been determined.

(b) DPD shall respond to the Developer's written request for the applicable Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which Phase 1 or Phase 2 of the Project, as applicable, does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures and the City thereafter shall issue the Certificate within thirty (30) days or send the Developer a written statement which details the way in which Phase 1 or Phase 2 of the Project, as applicable, does not conform to the Agreement or has not been satisfactorily completed.

(c) If the Developer does not complete Phase 1 of the Project and obtain Certificate 1 by June 1, 2008, or a revised date approved in writing by the Commissioner of DPD, City Note 1 will be terminated, and the City will retain any withheld payments; and if the Developer does not complete Phase 2 of the Project and obtain Certificate 2 by June 1, 2009, or a revised date approved in writing by the Commissioner of DPD, City Note 2 will be terminated, and the City will retain any withheld payments.

7.02 Effect of Issuance of Certificate; Continuing Obligations. A Certificate relates only to the construction Phase 1 or Phase 2 of the Project, as applicable, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities with respect to Phase 1 or Phase 2, as applicable, have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of a Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled with respect to Phase 1 or Phase 2 of the Project, as applicable. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this

Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete the TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing such TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek any remedies set forth in Section 15.02.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in its state of organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which the Developer has no further interest in the Project, shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of both of the Certificates, the Developer shall not do any of the following without the prior written consent of DPD (with the exception of the contemplated sales or leasing of portions of the Property and the conveyance of common area parcels to an owners' association, which shall not in any event require the consent of the City): (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property for a period of five (5) years from issuance of both of the Certificates (including but not limited to any fixtures or equipment now or hereafter attached thereto), except for the sale of individual condominium units and, following written notice to the City, a transfer to an Affiliate; (3) enter into any transaction outside the ordinary course of the Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that would materially adversely affect the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of both of the Certificates, shall not, without the prior written consent of the Commissioner, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; provided that nothing in this **Section 8.01(k)** shall be construed to prohibit the granting of easements and other similar recordable interests and liens in the Property necessary or desirable for the redevelopment of the Property; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget and the Scope Drawings as provided in **Sections 3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but with respect to Phase 1 and Phase 2 of the Project, shall be deemed satisfied upon issuance by the City of the applicable Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the

Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 TIF Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds payable from Incremental Taxes in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment of, the TIF-Funded Improvements ("**TIF Bonds**"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such TIF Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Occupancy, Permitted Uses. With respect to the Commercial Space only, the Developer shall lease and cause to be occupied not less than 70 percent of the net leasable square footage of the Commercial Space (the "**Minimum Occupancy**") at the completion thereof; and shall maintain for the 12 months preceding Developer's delivery of an occupancy progress report to DPD an average occupancy of the Commercial Space equal to the Minimum Occupancy ("**Average Minimum Occupancy**") in order to receive payments on the City Notes. Developer shall deliver, with the Developer's requisition for its annual City Note payments, an occupancy progress report for the commercial space detailing compliance with the requirement to maintain an Average Minimum Occupancy (the "**Occupancy Report**") for the period October 1st of the preceding year to September 30th of the current year, such request to be submitted each year, through the 10th anniversary of the issuance of Certificate 1. The Developer shall cause the Commercial Space to be used for commercial use as permitted pursuant to the Redevelopment Plan. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in **Section 10** hereof; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in **Section 10** shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident hiring shortfall amount so long as such **Section 10** obligations are satisfied on an aggregate basis.. The Developer shall deliver to the City written progress reports detailing (1) compliance with the requirements of **Sections 8.08, 10.02 and 10.03** of this Agreement (based on expenditures to-date); and (2) copies of draw requests to monitor for City requirements, and any other reports. Such reports shall be delivered to the City when the Project is 50 percent completed (to be measured in dollars expended to date, based on 50 percent of the Project Budget in the

executed Redevelopment Agreement), and thereafter on a regular quarterly basis; failure to do so will be deemed an Event of Default. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor for all construction trades, to all Project employees employed by the Developer. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.09.**

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended 2003 and, until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which the Developer has no further interest in the Property, the Developer shall obtain and provide to DPD Financial Statements for each fiscal

year thereafter. In addition, until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which the Developer has no further interest in the Property, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, the Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(A) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to

prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit P attached hereto and incorporated herein by reference for the years noted on Exhibit P; (B) Exhibit P sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit P.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit P for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit P.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Not Applicable to Purchasers of Condominium Units or Commercial Space. The provisions of this Section 8.19 shall not apply to Governmental Charges or Real Estate Taxes payable by, or contestable by, owners of individual condominium units or Commercial Space that has been purchased from the Developer or Affiliate after such time as such owners, under the terms of their purchase contracts and/or the condominium declaration, become responsible for the payment of Governmental Charges or Real Estate Taxes attributable to their respective units.

8.20 Affordable Housing Covenant. The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of this Affordable Housing Covenant (as set forth in this Section 8.20) shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facility, excluding the Commercial Space, shall be operated and maintained solely as a residential development.

(b) At least twenty percent (20%) of the units in the Facility shall be Affordable Condominium Units, i.e., sold to Qualified Households for the applicable Affordable Price, all as set forth on Exhibit Q. In connection with the marketing of each Affordable Unit, the Developer shall attach as an exhibit to each purchase contract a copy of the City Recapture Mortgage and shall state in such purchase contract that the purchaser will be obligated to execute such junior mortgage

at the time of closing and comply with its terms thereafter. At each closing of the sale of an Affordable Unit, the Developer shall cause such fully executed and acknowledged junior mortgage to be recorded as a junior mortgage lien against the purchaser's Affordable Unit.

8.21 Job Readiness Program. The Developer shall encourage the tenants or purchasers of the Commercial Space to work with the City, through the Mayor's Office of Workforce Development (MOWD), to participate in recruitment, hiring and job training programs to provide job applicants for the jobs created by the Project and the operation of the Developer's business on the Property.

8.22 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors, any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time

(the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, shall contractually obligate its General Contractor, and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage

of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Each Employer shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project and shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the

worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs as the same shall be evidenced by approved contract value for the actual contracts, but excluding tenant improvements that are not undertaken by the Developer), shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the (i) Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) Minority-Owned and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 24 percent by MBEs.
- ii. At least 4 percent by WBEs;

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and DPD shall have access to all such records maintained by the Developer, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, and except to the extent caused by the gross negligence or intentional acts of the City, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's or the General Contractor's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of

two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the General Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, General Contractor shall provide, or cause to be provided with respect to the operations that the General Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the General Contractor undertakes any construction, including improvements, betterments, and/or repairs, the General Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property owned by Developer. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions

regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer or the General Contractor pursuant to the requirements of subsections (a) or (b) of this Section 12, as applicable.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's or the General Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's or the General Contractor's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer or the General Contractor under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City,

and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnites") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnites in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnites in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay the General Contractor, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the gross negligence, wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnites or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be

available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or under any agreement that would materially, adversely effect the ability of Developer to fulfill its obligations under this Agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer that prevents the fulfillment of any obligation of this Agreement which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer; or

(j) Developer's failure to complete the tasks required under this Agreement to obtain Certificate 1 on or prior to June 1, 2008, and Certificate 2 on or prior to June 1, 2009, subject to force majeure, or such revised date as is approved in writing by the Commissioner of DPD; or

(k) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).;or

(l) any prohibited sale, lease or transfer of the ownership interests in the Property in violation of Section 8.01 hereof without the prior written consent of the City, except for the sale of individual condominium units.

For purposes of Section 15.01(k) hereof, a person with a material interest in the Developer shall be one owning in excess of twenty percent (20%) of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend payments due on the City Notes or terminate the City Notes. In the event that the City chooses to suspend payments due on the City Notes, no interest shall accrue on the City Notes during the curative period described in Section 15.03, unless the Developer complies within the applicable curative period. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any

other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, provided, further, that (i) there shall be no cure period under this Section 15.03 with respect to the Developer's failure to obtain Certificate 1 by June 1, 2008 and Certificate 2 by June 1, 2009; and (ii) the only cure provisions with respect to the Developer's failure to comply with the occupancy covenant requiring Developer to maintain an Average Minimum Occupancy under Section 8.06 hereof are contained in Section 15.04 below.

15.04 Occupancy Curative Period. (a) In the event the Developer shall fail to maintain the Average Minimum Occupancy for the Commercial Space ("Occupancy Default") under Section 8.06, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred, unless the Developer: (i) has failed to cure the Occupancy Default within one year of the date the City is due its Occupancy Report specifying such default (the "Receipt Date," which is the same as the date the requisition for payment is due), such period to be defined as the "Minimum Cure Period", or (ii) has cured a previous Occupancy Default within the Maximum Cure Period (defined herein); provided, however, if an Occupancy Default described in subpart (i) of this Section 15.04 is not cured within the Minimum Cure Period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within the Minimum Cure Period and thereafter cures such default within two years of the related Receipt Date; provided, further, that through the Term of the Agreement the Developer will be allowed a maximum of two years to cure an Occupancy Default or such other time period as approved by the Commissioner of DPD in her/his sole discretion (the "Maximum Cure Period").

(b) If the Developer submits an Occupancy Report which describes an Occupancy Default, except that the Developer has maintained the Minimum Occupancy in the thirty (30) days preceding the Receipt Date and the Developer has provided the City with evidence that it has contracted for the Minimum Occupancy for the following year, then the Developer will not be deemed to have incurred an Occupancy Default in relation to such Occupancy Report.

(c) If the Developer has cured all Occupancy Defaults, the Developer shall continue to deliver Occupancy Reports and maintain the Average Minimum Occupancy, after the 10th anniversary of

the issuance of Certificate 1, for the number of years for which the Developer did not report maintaining the Average Minimum Occupancy.

15.05 Occupancy Remedies. (a) Upon the occurrence of an Occupancy Default, the principal amount of City Note 1 will be reduced by \$500,000. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

(b) Upon the occurrence of an Event of Default pursuant to an Occupancy Default that has not been cured as provided in Section 15.04 above, the City may suspend disbursement of up to \$500,000 of payments due under City Note 1, until the Developer has complied with the occupancy covenants in Section 8.06, and no interest shall accrue on City Note 1 during the year described in the Occupancy Report with an Occupancy Default or during the Minimum Cure Period, unless Developer complies with Section 8.06 within the Minimum Cure Period. No interest shall accrue on City Note 1 during the years described in an Occupancy Report with an Occupancy Default or during the Maximum Cure Period.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City (which consent shall not be unreasonably withheld or delayed), is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land, those provisions being Sections 8.02, 8.06 and 8.20.

(b) In the event that any mortgagee or any other party shall succeed to the Developer's

interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure (and the exercise of any such remedy and the transfer of title to the Property or to a mortgagee or any other party in connection with such exercise shall not be subject to the consent of the City or DPD), and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder as to the Property; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land, those provisions being Sections 8.02, 8.06 and 8.20.

(c) Prior to the issuance by the City to the Developer of both Certificates pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD, which consent shall not be unreasonably withheld or delayed.

(d) If a default by the Developer under this Agreement occurs and the Developer does not cure it within the applicable cure period, the City shall use reasonable efforts to give to the mortgagee under an Existing Mortgage copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Agreement. With respect to the preceding sentence, under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein. The failure of the City to deliver such notice shall in no instance alter its rights or remedies under this Agreement.

(e) By virtue of Developer's agreement hereby, the City agrees that it shall accept cure by the mortgagee of an Existing Mortgage in fulfillment of the Developer's obligations, for the account of the Developer and with the same force and effect as if performed by the Developer. No cure or attempted cure by or on behalf of such mortgagee shall cause it to be deemed to have accepted an assignment of this Agreement.

(f) The provisions of this Section 16 shall not apply to mortgages recorded in connection with the purchase of individual condominium units.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given

in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

If to the Developer:

Peterson Cicero, LLC
c/o James Wozny d/b/a Brook-Ridge Development, Inc.
4747 West Peterson Avenue, Suite 102
Chicago, Illinois 60646

With Copies To:

Neal, Murdock & Leroy LLC
203 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Langdon D. Neal

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit C hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made

or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the TIF Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificates or otherwise administering this Agreement for the City. In furtherance of the foregoing, the terms of this Agreement may be modified administratively by the Commissioner without the same being deemed an amendment to this Agreement provided that the Commissioner, in consultation with the Corporation Counsel of the City, has determined that such modification is minor, appropriate and consistent with the terms and conditions of this Agreement and the purposes underlying the provisions hereof.

18.15 Assignment. Prior to the date which is five (5) years after the later of the issuance of Certificate 1 and Certificate 2, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, subject to the provisions set forth in Section 8.01(j) hereof; provided that, with the prior written consent of the City, the Developer may assign, on a collateral basis, the right to receive City Funds under the City Note to a lender providing Lender Financing, if any, prior to the issuance of the Certificates. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited Section 8.22 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

PETERSON CICERO, LLC,
an Illinois limited liability company

CITY OF CHICAGO

By: _____

By: _____

_____,
Commissioner, Department
of Planning and Development

Its: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY that _____, personally known to me to be the
_____ of Peterson Cicero, LLC, an Illinois limited liability company (the
"Developer"), and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he/she signed,

1/11/2005

SPECIAL MEETING

40819

sealed, and delivered said instrument, pursuant to the authority given to him/her by the Members of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, ____.

(SEAL)

Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ th day of _____, ____.

Notary Public

My Commission Expires _____

[(Sub)Exhibits "A", "C", "D", "E", "I", "N" and "P" referred to in this Redevelopment Agreement with Peterson Cicero, L.L.C. unavailable at time of printing.]

(Sub)Exhibits "B", "F", "G", "H", "J", "K", "L-1", "L-2", "M" and "O" referred to in this Redevelopment Agreement with Peterson Cicero, L.L.C. read as follows:

(Sub)Exhibit "B".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

T.I.F.-Funded Improvements.

Line Item	Cost
Land Acquisition	\$11,850,000
TOTAL T.I.F.-ELIGIBLE COST:	\$11,850,000*

(Sub)Exhibit "F".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

* Notwithstanding the total of T.I.F.-Funded Improvements or the amount of T.I.F.-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

1/11/2005

SPECIAL MEETING

40821

(Sub)Exhibit "G".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Project Budget.

Project Activities	Costs
Land:	
Acquisition	\$ 11,850,000
Land Closing Cost	<u>740,300</u>
Subtotal:	\$ 12,590,300
Site Preparation:	
Environmental	\$ 837,987
Green Roof	189,888
Other Site Preparation Costs	<u>2,262,600</u>
Subtotal:	\$ 3,290,473
Hard Costs:	
Phase 1	\$ 17,114,566
Phase 2	13,736,973
Contingency	<u>3,085,154</u>
Subtotal:	\$ 33,936,693

Project Activities

Costs

Soft Costs:

Architectural and Plans	\$1,282,000
General Legal, Accounting and T.I.F. Legal	97,500
Environmental	70,000
Appraisal and Inspections	30,000
Surveys	20,000
Permits and City Inspection Fees	138,875
Redevelopment Consultant	85,000
Compliance Monitoring	52,000
Market Studies	15,000
Sales Commission and Marketing	2,380,000
Legal, Title and Closing Costs Related to Condominium Sales	115,200
Insurance	179,000
Soft Cost Contingency	470,755
Development Management Fee	<u>1,800,000</u>
Subtotal:	\$6,844,326

1/11/2005

SPECIAL MEETING

40823

Project Activities

Costs

Finance And Interest Expense:

Financing Costs	\$ 351,500
Estimated Construction Interest Expense	<u>3,810,559</u>
Subtotal:	<u>\$ 4,162,059</u>
TOTAL COSTS:	\$60,823,852

(Sub)Exhibit "H".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.

M.B.E./W.B.E. Budget.

Description Of M.B.E./W.B.E
Budget Item

Amount

Site Preparation Costs:

Earth Work	\$711,328
Environmental (soil disposal, backfill, engineered barrier)	837,987
Caissons	326,700
Sheeting and Shoring	263,340
Storm Retention System	126,252
Water and Sewer Taps	20,000
Site Utilities	75,000

Description Of M.B.E./W.B.E Budget Item	Amount
Asphalt (light and heavy duty and patching)	\$ 49,035
Curbs, Gutters -- Cicero and Peterson on site	19,052
Landscape -- Curb Planters Cicero and Peterson Phase 1	3,157
Sidewalks -- Cicero and Peterson Phase 1 and Whole Foods on site	43,275
Loading Dock Apron	40,306
Ingress Apron from Cicero	4,690
Green Roof	189,888
Pylon Sign	10,000
Site Prep Contingency	<u>270,865</u>
Subtotal Site Preparation M.B.E./W.B.E. Applicable Costs:	\$ 2,990,875
Hard Construction Costs:	
Phase 1 -- Residential and Other Non-Retail Construction	\$11,351,216
Retail	2,828,350
Garage: Below Grade (Retail)	2,935,000
Phase 2 -- Residential and Other Non-Retail Construction	13,736,973
Hard Cost Contingency	<u>3,085,154</u>
Subtotal Hard Construction M.B.E./W.B.E. Applicable Costs:	\$33,936,693

1/11/2005

SPECIAL MEETING

40825

Description Of M.B.E./W.B.E Budget Item	Amount
Soft Costs:	
Architectural and Plans	\$ 1,282,000
Civil, Engineering and Plans; General Conditions; and Contractor fee (included in hard costs)	0
Environmental/Material Testing/Geotechnical/ Engineering Evaluations	70,000
Surveys	20,000
Soft Cost Contingency (included Finance and Development Management)	<u>103,566</u>
Subtotal Soft M.B.E./W.B.E. Applicable Costs:	\$ 1,475,566
Total M.B.E./W.B.E. Applicable Costs:	\$38,403,134
Minimum M.B.E. Costs (twenty-four percent (24%) of Total Applicable Costs)*	\$ 9,216,752
Minimum W.B.E. Costs (four percent (4%) of Total Applicable Costs)*	\$ 1,536,125

* The above M.B.E./W.B.E. dollar values are an estimate. If the actual cost of the above applicable M.B.E./W.B.E. activities increase, the associated M.B.E./W.B.E. dollar values will increase accordingly.

(Sub)Exhibit "J".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Opinion Of Developer's Counsel.

[To be retyped on Developer's Counsel's letterhead]

_____, _____

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Peterson Cicero, L.L.C., an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Peterson Cicero Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Peterson Cicero, L.L.C. Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Certificate of Organization, as amended to date, (ii) limited liability company operating agreement, (iii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, and (iv) records of all organizational proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of its state of Illinois, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign entity under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Certificate of Organization or Operating Agreement or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto identifies the members of the Developer and the number of membership interests held by each member. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

(Sub)Exhibit "K".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of Peterson Cicero, L.L.C.,
an Illinois limited liability company (the "Developer"), hereby certifies that with

respect to that certain Peterson Cicero, L.L.C. Redevelopment Agreement between the Developer and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$[5,000,000]⁽¹⁾ [5,300,000]⁽²⁾, have been made.

B. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$[5,000,000]⁽¹⁾ [5,300,000]⁽²⁾

C. This paragraph C sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed and interest on the Note paid by the City to date:

Principal \$ _____

Interest \$ _____

D. This paragraph D sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project owed and interest accrued by the City to date:

Principal \$ _____

Interest \$ _____

(1) For use in connection with requests for reimbursement under City Note 1.

(2) For use in connection with requests for reimbursement under City Note 2.

E. None of the costs referenced in paragraph D above have been previously reimbursed by the City.

F. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Peterson Cicero, L.L.C.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____.

My commission expires: _____

Agreed and accepted:

Name: _____

Title: _____

City of Chicago,
Department of Planning
and Development

(Sub)Exhibit "L-1".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Form Of City Note 1.

Registered
Number R-1

Maximum Amount
\$5,000,000.00

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Peterson Cicero Redevelopment Project),
Taxable Series 2004A.

Registered Owner: Peterson Cicero, L.L.C.

Interest Rate: ____% per annum [ten (10) year Treasury bond + three hundred
(300) basis points, not to exceed eight and seventy-five
hundredths percent (8.75%)]

Maturity Date: _____, _____ [twenty (20) years from issuance date]

Known All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Five Million and no/100 Dollars (\$5,000,000.00) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued

but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the [Comptroller] [Chief Financial Officer] of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Five Million Dollars (\$5,000,000) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Registered Owner with respect to the acquisition, renovation and redevelopment of certain property known as _____, Chicago, Illinois (the "Project"), which improvements were constructed and installed in connection with the development of a residential and commercial development with associated parking in the Peterson Cicero Tax Increment Financing Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an ordinance adopted by the City Council of the City on _____, 2004 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental

Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus any outstanding interest then due. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) business days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing (subject to applicable cure periods). Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and

for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, _____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and Paying Agent:

[Comptroller] [Chief
Financial Officer] of
the City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project), Taxable Series 2004A of the City of Chicago Cook County, Illinois.

[Comptroller] [Chief Financial Officer]

Date: _____

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

(Registered Owner)

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

1/11/2005

SPECIAL MEETING

40837

Consented to by:

City of Chicago,
Department of Planning and Development

By: _____

Its: _____

Certificate Of Expenditure.

Date: _____, _____

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City") Not to Exceed _____ Tax
Increment Allocation Revenue Note (_____ Redevelopment Project,
Taxable Series 2004A) (the "City Note")

This Certificate is submitted to you, Registered Owner of the City Note, pursuant to the Ordinance of the City authorizing the execution of the City Note adopted by the City Council of the City on _____, 2004 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the City Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the City Note is \$_____, including the amount of this Certificate and less payment made on the City Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, _____.

City of Chicago

By: _____

Commissioner,
Department of Planning
and Development

Authenticated by:

Registrar

(Sub)Exhibit "L-2".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Form Of City Note 2.

Registered
Number R-2

Maximum Amount
\$5,300,000.00

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Peterson Cicero Redevelopment Project),
Taxable Series 2004B.

Registered Owner: Peterson Cicero, L.L.C.

Interest Rate: _____% per annum [ten (10) year Treasury bond + three hundred
(300) basis points, not to exceed eight and seventy-five
hundredths percent (8.75%)]

Maturity Date: _____, _____ [twenty (20) years from issuance date]

Know All Persons by These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from

the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Five Million Three Hundred Thousand and no/100 Dollars (\$5,300,000.00) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes as defined in the hereinafter defined (Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the [Comptroller] [Chief Financial Officer] of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Five Million Three Hundred Thousand Dollars (\$5,300,000) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Registered Owner with respect to the acquisition, renovation and redevelopment of certain property known as _____, Chicago, Illinois (the "Project"), which improvements were constructed and installed in connection with the development of a residential and commercial development with associated parking in the Peterson Cicero Tax Increment Financing Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an Ordinance adopted by the City Council of the City on _____, 2004 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the

City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus any outstanding interest then due. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) business days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend payments of principal and, of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments

1/11/2005

SPECIAL MEETING

40841

under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing (subject to applicable cure periods). Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, _____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and Paying Agent:

[Comptroller] [Chief
Financial Officer] of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Peterson Cicero Redevelopment Project), Taxable Series 2004B of the City of Chicago, Cook County, Illinois.

[Comptroller] [Chief Financial Officer]

Date: _____.

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
(Registered Owner)

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

1/11/2005

SPECIAL MEETING

40843

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

City of Chicago,
Department of Planning and Development

By: _____

Its: _____

Certificate Of Expenditure.

Date: _____, _____.

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
Not to Exceed _____ Tax Increment Allocation Revenue Note
(_____ Redevelopment Project, Taxable Series 2004B)
(the "City Note")

This Certificate is submitted to you, Registered Owner of the City Note, pursuant to the ordinance of the City authorizing the execution of the City Note adopted by the City Council of the City on _____, 2004 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the City Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the City Note is \$_____, including the amount of this Certificate and less payment made on the City Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, _____.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated by:

Registrar

(Sub)Exhibit "M".
(To Redevelopment Agreement With
Peterson Cicero, L.L.C.)

Form Of Subordination Agreement.

This subordination agreement ("Agreement") is made and entered into as of the _____ day of _____, _____ between the City of Chicago by and through its Department of Planning and Development (the "City"), and [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, Peterson Cicero, L.L.C., an Illinois limited liability company (the "Developer"), has purchased certain property located within the Redevelopment Area at 6000 North Cicero Avenue, Chicago, Illinois 60646 and legally described on (Sub)Exhibit B hereto (the "Property") and shall commence and complete site preparation on the Property and complete construction of the following, collectively referred to herein as the "Facility": two (2) separate buildings containing approximately forty thousand four hundred five (40,405) square feet of commercial space and approximately one hundred thirty-six (136) condominium units,

including twenty-seven (27) Affordable Units. The Market-Rate and Affordable Units will have identical standard features. Each of the Affordable Units will include one (1) parking space. Parking spaces will be available for purchase by owners of the Market-Rate Units at a price of Twenty Five Thousand Dollars (\$25,000) each. The buildings will be constructed of masonry and stone with set back balconies. Fifty percent (50%) of the net roof area in both buildings will have green roofs. A ground-level area of approximately twelve thousand (12,000) square feet between both buildings will be landscaped and the Developer will construct perimeter site improvements, including the landscaping, lighting and new sidewalk improvements for both the east and west portions of Cicero Avenue, from Peterson Avenue to North Glenlake Avenue. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project"; and

Whereas, [description of financing and security documents] as part of obtaining financing for the Project, the Developer and _____, as trustee under Trust Agreement dated _____, 200__ and known as Trust Number _____ (the "Land Trustee") (the Developer and the Land Trustee collectively referred to herein as the "Borrower"), have entered into a certain Construction Loan Agreement dated as of _____, 200__ with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \$ _____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____, 200__ and recorded _____, 200__ as Document Number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded _____, 200__ as Document Number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02 and 8.20] of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an

encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination.

All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including without limitation the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein. Furthermore, nothing herein shall have any effect whatsoever on the respective rights, obligation and covenants of the Lender and the City under that certain Redevelopment Agreement dated _____, 2004. The liabilities and obligations of the Lender with respect to the City Encumbrances and the City Agreements shall be as set forth in Section 16 of the Redevelopment Agreement.

2. Notice Of Default.

The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein. Failure of either party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Loan Documents or the City Agreements.

3. Waivers.

No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver,

if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect.

This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals.

The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the Agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices.

Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with a copy to:

City of Chicago, Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender:

Attention: _____

with a copy to:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts.

This Agreement maybe executed in two (2) or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

40849

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ Commissioner, she/he signed and delivered the said instrument pursuant to

authority, as her/his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

Notary Public

My commission expires: _____

[Seal]

[(Sub)Exhibits "B" and "C" referred to in this form
of Subordination Agreement unavailable
at time of printing.]

(Sub)Exhibit "O".
(To Redevelopment Agreement
With Peterson Cicero, L.L.C.)

City Recapture Mortgage.

Mortgage, Security And Recapture Agreement,
Including Restrictive Covenants.

This Mortgage, Security and Recapture Agreement, including Restrictive Covenants (this "Mortgage") is made as of this ____ day of _____, 200__ from _____ ("Mortgagor") to the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City" or "Mortgagee").

Recitals.

Whereas, Mortgagor is on the date hereof purchasing from the Initial Seller that certain real property legally described on (Sub)Exhibit A attached hereto and a condominium located thereon (the property described on (Sub)Exhibit A hereto is hereinafter referred to as the "Home") (certain terms used herein and not otherwise defined are defined on (Sub)Exhibit B attached hereto); and

Whereas, Mortgagor is purchasing the Home for the Purchase Price, based on the Base Purchase Price plus upgrades, if any; and

Whereas, The City's T.I.F. Contribution was conditioned upon, among other things, the requirement that the Home be subject to the Affordability Requirements that shall be imposed as encumbrances and as covenants running with the land; and

Whereas, The Affordability Requirements are necessary to implement certain requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., and the City's T.I.F. Affordability Guidelines; and

Whereas, The Affordability Requirements require that, among other things, with respect to the initial sale of the Home, with respect to which this Mortgage is being granted, and (unless Mortgagor is permitted and elects to repay to the City the City Subsidy Recapture Amount) with respect to each subsequent resale of the Home thereafter during the Recapture Period, such Home may be sold only to a Qualified Household at an Affordable Price; and

Whereas, Mortgagor's household is a Qualified Household and the Purchase Price is an Affordable Price; and

Whereas, Mortgagor acknowledges and agrees that the Base Purchase Price is less than the fair market price for the Home by an amount equal to the City Subsidy Amount, as evidenced by contemporaneous or projected sales of comparable units; and

Whereas, Mortgagor is able to purchase the Home for less than its fair market value because of the City's T.I.F. Contribution, which has subsidized a portion of the construction costs of the Home, and because of the imposition of the Affordability Requirements pursuant to this Mortgage; and

Whereas, But for the City's T.I.F. Contribution, and the City's imposition of the Affordability Requirements, Mortgagor would have been unable to purchase the Home for an Affordable Price; and

Whereas, The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Requirements upon the Mortgaged Property and give notice of the Affordability Requirements to Mortgagor, to any subsequent purchaser of the Home, and to any lender having a mortgage secured by the Home, and (b) to secure the recapture payment described in Article III and Mortgagor's other obligations under this Mortgage; and

Whereas, In consideration of the City's T.I.F. Contribution, the benefits accruing to Mortgagor as a result of its purchase of the Home for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage;

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) the home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements;

(B) all structures and improvements of every nature whatsoever now or hereafter situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to

said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) all rents and issues of the Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same.

To Have and to Hold the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

Without limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) amounts which may become due and payable pursuant to this Mortgage, and (b) performance of each and every one of the other covenants, conditions and agreements contained in this Mortgage, and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

Article I.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Article II.

Covenants, Representations And Warranties.

Mortgagor covenants and agrees with Mortgagee that at all times during the Recapture Period:

2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowner's association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowner's association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowner's association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to the Senior Mortgage, if any, provided, however, that the maximum amount of indebtedness (including indebtedness attributable to protective advances made by the Senior Lender or other amounts secured under the terms of the Senior Mortgage) that shall be superior to the lien of this Mortgage shall in no instance and at no time exceed one hundred percent (100%) of the Purchase Price plus the City Subsidy Amount. Any refinancing of the Senior Mortgage permitted under this Section 2.04, however, will also be deemed a Senior Mortgage for purposes of the subordination set forth in this Section 2.04.

2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, met the income eligibility requirements established by the City applicable to a purchaser of the Home, as set forth in the definition of Qualified Household on (Sub)Exhibit B hereto.

Article III.

Recapture Of City Subsidy Provisions.

3.01 Acknowledgment Of City Subsidy.

Mortgagor acknowledges and agrees that the City has subsidized a portion of the costs of construction of the Home in the amount of the City Subsidy Amount, resulting in Mortgagor's purchase of the Home at an Affordable Price.

3.02 Primary Residence; No Leasing.

Mortgagor covenants to the City that during the Recapture Period, it shall own and use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household) as long as Mortgagor owns the Mortgaged Property. Mortgagor covenants that during the Recapture Period, it will not lease the Mortgaged Property to any person or let any other person to occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

3.03 Permitted Transfers.

Mortgagor covenants that during the Recapture Period, it shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (a) to a Qualified Household, (b) for an Affordable Price, and provided that (c) the Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage, if such resale Affordable Price is below the market price, as reasonably determined by the City's Department of Housing. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer of the Home into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (a), (b) and (c), such attempted or purported transfer shall be a violation of the Affordability Requirements, and shall constitute an immediate Event of Default under Section 4.01(a).

3.04 Right To Request Waiver Or Modification.

The Affordability Requirements in this Article III may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

3.05 Approval Of Transfer And Release Of Mortgage.

Upon either (a) a permitted transfer described in Section 3.03, or (b) a transfer accompanied by a repayment of the City Subsidy Recapture Amount in accordance

with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

3.06 Reasonable Restraint On Alienation.

Mortgagor Acknowledges And Agrees That To The Extent The Affordability Requirements, Anything In This Article III, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is Reasonable, (B) Is, As Explained In The Recitals, Supported By Adequate Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Low-Income And Very Low-Income Housing, (D) Should Be Enforced As Written, And (E) Was A Material Inducement To The City's Initial Decision To Provide The T.I.F. Contribution, Which Has Enabled Mortgagor To Buy The Home For The Purchase Price, Which Is Materially Below The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Requirements, Whether At Law Or In Equity.

Article IV.

Default.

4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one (1) or more of the following events:

- (a) a failure by Mortgagor to comply with any of the Affordability Requirements set forth in under Section 3.02 or 3.03;
- (b) failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or
- (c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies.

The City shall have the following remedies depending on the nature and timing of the Event of Default. (a) Recapture Payment Event. If an Event of Default occurs under Section 4.01 (a) prior to the Recapture Period expiration, any purported lease, direct or indirect sale or transfer of ownership, or mortgaging of the Mortgaged Property shall make the City entitled to the specific enforcement of the Affordability Requirements and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Requirements, may elect to require payment of the City Subsidy Recapture Amount (as defined below) in the event that the City determines that specific enforcement of the Affordability Requirements is impractical or inappropriate. If Mortgagor pays to the City the City Subsidy Recapture Amount, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and the transferee shall not be bound by any Affordability Requirements or otherwise required to execute and deliver any mortgage in favor of the City.

The "City Subsidy Recapture Amount" shall be an amount equal to the City Subsidy Amount plus simple, non-compounding interest on such amount at the rate of one percent (1.0%) per annum (assuming twelve (12) thirty (30) day months) calculated from the date of this Mortgage to the date of the Recapture Payment Event.

For example, if (a) this Mortgage was dated January 1, 2005, (b) the date of the Recapture Payment Event was July 1, 2011, and (c) the City Subsidy Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Subsidy Amount would be One Thousand Three Hundred Dollars (\$1,300) Two Hundred Dollars ((\$200)/year for six (6) years, plus One Hundred Dollars (\$100) for one half (½) year), and (ii) the City Subsidy Recapture Amount would be Twenty-one Thousand Three Hundred Dollars (\$21,300), Twenty Thousand Dollars (\$20,000) plus One Thousand Three Hundred Dollars (\$1,300).

(b) If an Event of Default occurs under Section 4.02 or Section 4.03 and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed a Recapture Payment Event for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Requirements any time prior to the end of the Recapture Period of this Mortgage), in either instance without further notice or demand.

(c) If Mortgagor fails to perform any other obligation required under this Mortgage not described in Section 4.02 and such failure is not cured within sixty (60) days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed a Recapture Payment Event for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Requirements anytime prior to the end of the Recapture Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an Event of Default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such commencement date being also deemed a Recapture Payment Event for purposes of computing the City Subsidy Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate

and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs,

renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part the City Subsidy Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy

or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

Article V.

Miscellaneous Provisions.

5.01 Successors And Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.03 Severability.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of, and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Home into a land trust without obtaining the prior written consent of the City.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage maybe foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development or any successor department thereto. All notices, requests or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Commissioner.

In Witness Whereof, The undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s):

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 200____.

Notary Public

My commission expires: _____

[(Sub)Exhibit "A" referred to in this Form of Recapture
Mortgage unavailable at time of printing.]

(Sub)Exhibit "B" referred to in this Form of Recapture Mortgage reads as follows:

(Sub)Exhibit "B".
(To Form Of Recapture Mortgage)

Definitions.

"Affordability Requirements" shall mean the affordability requirements contained in Sections 3.02 and 3.03 hereof.

"Affordable Price" shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Home would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of one and five-tenths (1.5) multiplied by the number of bedrooms in the Home whose income is the maximum amount allowable for such household to be a Qualified Household.

"Base Purchase Price" shall mean the following, being the respective amount of the Purchase Price for each of the Homes exclusive of upgrades:

Home Number 1:	1 Bedroom (865 square feet)	\$124,500
Home Number 2:	1 Bedroom (865 square feet)	\$124,500
Home Number 3:	1 Bedroom (866 square feet)	\$124,500
Home Number 4:	1 Bedroom (866 square feet)	\$124,500
Home Number 5:	1 Bedroom (866 square feet)	\$124,500
Home Number 6:	1 Bedroom (866 square feet)	\$124,500
Home Number 7:	1 Bedroom (866 square feet)	\$124,500
Home Number 8:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 9:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 10:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 11:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 12:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 13:	2 Bedroom (1,054 square feet)	\$154,500

Home Number 14:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 15:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 16:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 17:	2 Bedroom (1,054 square feet)	\$154,500
Home Number 18:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 19:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 20:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 21:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 22:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 23:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 24:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 25:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 26:	2 Bedroom (1,064 square feet)	\$153,500
Home Number 27:	2 Bedroom (1,064 square feet)	\$153,500

“City Subsidy Amount” shall mean \$_____, constituting the difference between the market value of the Home at the time of its initial purchase (based on appraisals, comparable sales or similar evidence reasonably acceptable to the Department of Planning and Development) and the Base Purchase Price.

“City Subsidy Recapture Amount” shall have the meaning set forth in Section 4.02 hereof.

“Closing Date” shall mean the date of execution of this Mortgage.

“Home” shall have the meaning set forth in the recitals hereto.

“Initial Seller” shall mean Peterson Cicero, L.L.C.

“Monthly Homeownership Costs” shall mean the sum of the following estimated amounts:

(i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter ($\frac{1}{4}$);

(ii) annual estimated real property taxes (based upon the most recently issued real estate tax bill), divided by twelve (12);

(iii) annual insurance premiums, divided by twelve (12), for homeowners' insurance in the amount of the replacement value of the Home; and

(iv) monthly condominium assessment payments or similar homeowner's association payments, if applicable.

"Purchase Price" shall mean \$_____, being the sum of the Base Purchase Price plus upgrades.

"Recapture Period" shall mean for the period commencing on the Closing Date and ending upon the thirtieth (30th) anniversary of the Closing Date.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than [one hundred percent (100%) of the Chicago-area median income], adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Closing Date, such income limitations are as follows [Must Be Obtained From H.U.D. At Closing]:

Number Of Persons

In Household

100% Of A.M.I.

1	\$52,800	_____	_____
2	\$60,300	_____	_____
3	\$67,900	_____	_____
4	\$75,400	_____	_____
5	\$81,400	_____	_____
6	\$87,500	_____	_____

"Senior Lender" shall mean _____, being the mortgagee under the Senior Mortgage.

"Senior Mortgage" shall mean that certain mortgage dated as of _____, between Mortgagor and the Senior Lender, recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____ as Document Number _____ to secure indebtedness in the original principal amount of \$_____.

"T.I.F. Contribution" shall mean a contribution by the City of tax increment financing funds towards payment of a portion of the construction costs of the Home.

DESIGNATION OF CANAL/TAYLOR CENTRAL, L.L.C. AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR CONSTRUCTION
OF TAYLOR STREET VIADUCT WITHIN JEFFERSON/
ROOSEVELT REDEVELOPMENT AREA.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Canal/Taylor Central, L.L.C., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on August 30, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Jefferson/Roosevelt Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Jefferson/Roosevelt Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Jefferson/Roosevelt Redevelopment Project Area" (the "Jefferson/Roosevelt T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "Jefferson/Roosevelt T.I.F. Ordinances"). The redevelopment project area referred to above (the "Jefferson/Roosevelt Redevelopment Area"); and

WHEREAS, To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on July 30, 1997: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the River South Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the River South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the River South Redevelopment Project Area" (the "River South T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "River South T.I.F. Ordinances"). The redevelopment project area referred to above (the "River South Redevelopment Area"); and

WHEREAS, To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 12, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Canal/Congress Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois

Designating the Canal/Congress Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Canal/Congress Redevelopment Project Area" (the "Canal/Congress T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "Canal/Congress T.I.F. Ordinances"). The redevelopment project area referred to above (the "Canal/Congress Redevelopment Area"); and

WHEREAS, Canal/Taylor Central L.L.C., an Illinois limited liability company (the "Developer"), intends the construction of a multi-tenant retail center (the "Center") on a site generally bounded by Taylor Street on the north, the Burlington Northern Santa Fe Railroad ("B.N.S.F.") on the east, Roosevelt Road on the south and Canal Street on the west; and

WHEREAS, The City intends the construction of a viaduct (the "Viaduct") from Canal Street to the B.N.S.F. property line and it has been determined by the City and Developer that the City has an easement right to construct the Viaduct in the original sixty (60) foot right-of-way of Taylor Street, plus twenty (20) feet extended south of the right-of-way; and

WHEREAS, The schedule of the Developer for construction of the Center conflicts with the schedule of the City to construct the Viaduct and the Developer has agreed to design, finance and construct the Viaduct (the "Project") and be reimbursed by the City for the costs of such Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, such reimbursement to be financed by incremental taxes deposited in the Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund (as defined in the Jefferson/Roosevelt T.I.F. Adoption Ordinance) the River South Redevelopment Project Area Special Tax Allocation Fund (as defined in the River South T.I.F. Adoption Ordinance) and the Canal/Congress Redevelopment Project Area Special Tax Allocation Fund (as defined in the Canal/Congress T.I.F. Adoption Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act (collectively, "Incremental Taxes"); and

WHEREAS, All of the Project lies wholly within the boundaries of the Jefferson/Roosevelt Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-4(q), the City can use increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from the redevelopment project area from which the increment is received (the "Transfer Rights"); and

WHEREAS, The Jefferson/Roosevelt Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from the Canal/Congress

Redevelopment Area, and the Jefferson/Roosevelt Redevelopment Area is also either contiguous to, or is separated only by a public right-of-way from the River South Redevelopment Area; and

WHEREAS, The Jefferson/Roosevelt Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Jefferson/Roosevelt Redevelopment Area; and

WHEREAS, The City will agree and contract to exercise its Transfer Rights pursuant to the Act in order to pay for eligible costs related to the Project in the Jefferson/Roosevelt Redevelopment Area, to the extent and in the manner hereinafter provided; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in a conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

Redevelopment Agreement

By And Between

The City Of Chicago

And

Canal/Taylor Central, L.L.C.

This Canal/Taylor Central, L.L.C. Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2004, among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D.") and Department of Transportation ("C.D.O.T."), and Canal/Taylor Central, L.L.C., an Illinois limited liability company (the "Developer").

Recitals:

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on August 30, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Jefferson/Roosevelt Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Jefferson/Roosevelt Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of

Chicago, Illinois Adopting Tax Increment Allocation Financing for the Jefferson/Roosevelt Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "Jefferson/Roosevelt T.I.F. Ordinances"). The redevelopment project area referred to above (the "Jefferson/Roosevelt Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. City Council Authority. To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on July 30, 1997: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the River South Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the River South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the River South Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "River South T.I.F. Ordinances"). The redevelopment project area referred to above (the "River South Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

E. City Council Authority. To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 12, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Canal/Congress Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Canal/Congress Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Canal/Congress Redevelopment project Area" (the "T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "Canal/Congress T.I.F. Ordinances"). The redevelopment project area referred to above (the "Canal/Congress Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

F. The Project. The Developer intends to construct a multi-tenant retail center (the "Center") on certain property located within the Jefferson/Roosevelt Redevelopment Area. The Center will be bounded by Taylor Street on the north, Burlington Northern Santa Fe Railroad ("B.N.S.F.") on the east, Roosevelt Road on the south and Canal Street on the west. The City has the easement right to reconstruct the viaduct (the "Viaduct") currently located on Taylor Street in the original sixty (60) foot right-of-way from Canal Street to the B.N.S.F. property line plus twenty (20) feet extended south of that sixty (60) foot right-of-way which is legally described on (Sub)Exhibit B hereto (the "Property").

The City, through the Department of Planning and Development ("D.P.D.") and the Department of Transportation ("C.D.O.T."), intends the reconstruction of the Viaduct. As part of the construction of the Center, the Developer will be required to construct access ramps (the "Access Ramps") descending from Canal Street to

existing grade level. The access ramps will be located north and south of the Viaduct. The construction of the Center will also require the Developer to construct an upper level entrance ramp (the "Entrance Ramp") from the Viaduct to a parking garage for the Center. The construction schedule of the Center, Access Ramps and Entrance Ramp conflicts with the schedule for the reconstruction of the Viaduct. Therefore, the Developer has agreed to perform the construction of the Viaduct in addition to the construction of the Center, the Access Ramps and the Entrance Ramp. The Developer shall commence and complete construction of the Viaduct (the "Project") within the time frames set forth in Section 3.01 hereof. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

G. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Jefferson/Roosevelt Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

H. City Financing. Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from the redevelopment project area from which the increment is received (the "Transfer Rights"). The Jefferson/Roosevelt Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from the Canal/Congress Redevelopment Area. The Jefferson/Roosevelt Redevelopment Area is also either contiguous to, or is separated only by a public right-of-way from the River South Redevelopment Area.

The City agrees to use, in the amounts set forth in Section 4.03 hereof, Jefferson/Roosevelt Incremental Taxes, Canal/Congress Incremental Taxes and River South Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Act” shall have the meaning set forth in the recitals hereof.

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

“Canal/Congress Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into the Canal/Congress Redevelopment Project Area T.I.F. Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Canal/Congress Redevelopment Area” shall have the meaning set forth in the recitals hereof.

“Canal/Congress Redevelopment Plan” shall have the meaning set forth in the recitals hereof.

“Canal/Congress Redevelopment Project Area T.I.F. Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Canal/Congress Incremental Taxes will be deposited.

“Canal/Congress T.I.F. Adoption Ordinance” shall have the meaning set forth in the recitals hereof.

“Canal/Congress T.I.F. Ordinances” shall have the meaning set forth in the recitals hereof.

“Certificate” shall mean the certificate of completion of construction described in Section 7.01 hereof.

“Change Order” shall mean any amendment or modification to the scope drawings, initial or final plans and specifications or the project budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

“City Council” shall have the meaning set forth in the recitals hereof.

“City Funds” shall mean the funds to be paid to the Developer.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between the Developer and the General Contractor providing for construction of the project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from lender financing) irrevocably available for the project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the escrow agreement, if any.

"Escrow Agreement" shall mean the escrow agreement, if any, establishing a construction escrow, to be entered into as of the date hereof by the title company (or an affiliate of the title company), the Developer and the Developer's lender(s), substantially in the form of (Sub)Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Final Plans and Specifications" shall mean the final construction documents containing a site plan and working drawings and specifications for the project, submitted by the Developer to C.D.O.T., as the basis for obtaining permits for the project.

“General Contractor” shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Incremental Taxes” shall mean the total of the Jefferson/Roosevelt Incremental Taxes, the River South Incremental Taxes and the Canal/Congress Incremental Taxes.

“Initial Plans and Specifications” shall mean the initial construction documents containing a site plan and working drawings and specifications for the project, submitted by the City to the Developer.

“Jefferson/Roosevelt Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into the Jefferson/Roosevelt Redevelopment Project Area T.I.F. Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Jefferson/Roosevelt Redevelopment Area” shall have the meaning set forth in the recitals hereof.

“Jefferson/Roosevelt Redevelopment Plan” shall have the meaning set forth in the recitals hereof.

“Jefferson/Roosevelt Redevelopment Project Area T.I.F. Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Jefferson/Roosevelt Incremental Taxes will be deposited.

“Jefferson/Roosevelt T.I.F. Adoption Ordinance” shall have the meaning set forth in the recitals hereof.

“Jefferson/Roosevelt T.I.F. Ordinances” shall have the meaning set forth in the recitals hereof.

“Lender” shall mean the bank providing construction financing for the project secured by a first mortgage on the project.

“Lender Financing” shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the roject, in the amount set forth in Section 4.01 hereof.

“M.B.E.(s)” shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“M.B.E./W.B.E. Budget” shall mean the budget attached hereto as (Sub)Exhibit H-2, as described in Section 10.03.

“Municipal Code” shall mean the Municipal Code of the City.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the property or the project.

“Permitted Liens” shall mean those liens and encumbrances against the property and/or the Project set forth on (Sub)Exhibit G hereto.

“Prior Expenditure(s)” shall have the meaning set forth in Section 4.05(a) hereof.

“Project” shall have the meaning set forth in the recitals hereof.

“Project Budget” shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

“Property” shall have the meaning set forth in the recitals hereof.

“Redevelopment Plan” shall have the meaning set forth in the recitals hereof.

“Redevelopment Project Costs” shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

“River South Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into the River South Redevelopment Project Area T.I.F. Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“River South Redevelopment Area” shall have the meaning set forth in the recitals hereof.

“River South Redevelopment Plan” shall have the meaning set forth in the recitals hereof.

“River South Redevelopment Project Area T.I.F. Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the River South Incremental Taxes will be deposited (together with the “Canal/Congress Redevelopment Project Area T.I.F. Fund” and the “Jefferson/Roosevelt Redevelopment Project Area T.I.F. Fund the “T.I.F. Funds”).

“River South T.I.F. Adoption Ordinance” shall have the meaning set forth in the recitals hereof.

“River South T.I.F. Ordinances” shall have the meaning set forth in the recitals hereof.

“Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

“Survey” shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within one hundred twenty (120) days prior to the Closing Date, acceptable in form and content to the City and the title company, prepared by a surveyor registered in the State of Illinois, certified to the City and the title company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on the earlier of: (a) the date of reimbursement by the City to Developer at the completion of the Project or (b) the date on which the Redevelopment Area is no longer in effect (through and including August 30, 2023).

“T.I.F.-Funded Improvements” shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. (Sub)Exhibit C lists the T.I.F.-Funded Improvements for the Project.

“Title Company” shall mean Chicago Title and Trust Company.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a

subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

“W.A.R.N.” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

“W.B.E.(s)” shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

Section 3.

The Project.

3.01 The Project.

With respect to the Viaduct, the Developer shall, pursuant to the Final Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than August 1, 2005; and (ii) complete construction no later than August 1, 2006.

3.02 Scope Drawings And Plans And Specifications.

C.D.O.T. has approved and delivered the Scope Drawings and Initial Plans and Specifications to the Developer. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. and C.D.O.T. as a Change Order pursuant to Section 3.04 hereof. The Developer shall submit Final Plans and Specifications to C.D.O.T. after the Closing Date but prior to the commencement of the Project. The Scope Drawings and Final and Initial Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City’s Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire permits and other required approvals for the Project.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Four Million Nine

Hundred Eighty-one Thousand Two Hundred Fifty-four Dollars (\$4,981,254). The City has pledged an amount of up to One Million Six Hundred Thousand Dollars (\$1,600,000) in addition to the Project Budget, for unforeseen costs and contingencies and other T.I.F.-Eligible Improvements as approved by C.D.O.T.. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing, if any, and Equity, if any, described in Section 4.02 hereof, shall be sufficient to complete the Project. Developer also acknowledges that the City will reimburse from Incremental Taxes only. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. and C.D.O.T. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. and C.D.O.T. and must obtain C.D.O.T.'s prior written approval: (a) a change in the use of the Property; (b) a delay in the completion of the Project by more than three (3) months; or (c) an increase in the Project Budget by five percent (5%). The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of C.D.O.T.'s written approval (to the extent required in this section). The Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of C.D.O.T.'s written approval. The City will attempt to expeditiously review such Change Orders and will in any event approve or reject in writing within fourteen (14) days of the Developer's submission of the Change Order. Developer will assume any risk resulting from any work performed or materials furnished without the prior written approval of C.D.O.T.. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than five percent (5%) of the Project Budget, do not require C.D.O.T.'s prior written approval as set forth in this Section 3.04, but C.D.O.T. and D.P.D. shall be notified in writing of all such Change Orders pursuant to Section 3.07 and the Developer, in connection with such notice, shall identify to C.D.O.T. and D.P.D. the source of funding therefor.

3.05 C.D.O.T. Approval.

Any approval granted by C.D.O.T. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by C.D.O.T. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any C.D.O.T. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to C.D.O.T.'s approval of the Scope Drawings and Final Plans and Specifications submitted to C.D.O.T. by the Developer) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. and C.D.O.T. with written monthly progress reports detailing the status of the Project, including a revised completion date delaying such date by more than three (3) months, if necessary (with any change in completion date being considered a Change Order, requiring C.D.O.T.'s written approval pursuant to Section 3.04). The Developer shall provide duplicates of all documentation verifying the disbursement and receipt of Project financing. Developer shall also provide the City's Department of Housing ("D.O.H.") monthly reports on M.B.E./W.B.E. utilization, prevailing wage and employee city residency requirements (based on expenditures to-date). If the Developer fails to meet the M.B.E./W.B.E., prevailing wage or city residency requirements, a report shall be provided to D.O.H. explaining any shortfall.

3.08 Inspecting Agent Or Engineer.

An independent agent or engineer (other than the Developer's engineer) approved by C.D.O.T. shall be selected to act as the inspecting agent or engineer, at the Developer's expense, for the Project. The inspecting agent or engineer shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to C.D.O.T., prior to a request for disbursement for costs related to the Project hereunder.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Four Million Nine Hundred Eighty-one Thousand Two Hundred Fifty-four Dollars (\$4,981,254) (with Six Million Five Hundred Thousand Dollars (\$6,500,000) budgeted to allow for unforeseen costs, contingencies and other T.I.F.-Funded Improvements), to be applied in the manner

set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	[\$0]
Lender Financing ⁽¹⁾	[\$0]
Estimated City Funds (subject to Section 4.03) (include \$1,600,000 contingency)	\$6,500,000
Estimated Total:	\$6,500,000

4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses Of City Funds. City Funds (as defined below) may only be used to pay directly or reimburse the Developer for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvements:

Source Of City Funds	Maximum Amount
Incremental Taxes	\$6,500,000

(1) Lender will advance funds to pay for the Project as part of loans to Developer and Developer hereby irrevocably directs the City to use City Funds to promptly repay Lender those portions of its loans used to complete the Project.

D.P.D. shall provide to Developer evidence that City Funds in the form of Incremental Taxes in the amount of Five Million Seven Hundred Four Thousand Five Hundred Four Dollars (\$5,704,504), the cost of the Project, have been appropriated and allocated for the purpose of financing the Project. Additional City Funds shall be appropriated and allocated for unforeseen costs, contingencies and other T.I.F.-Funded Improvements upon prior approval by C.D.O.T. of such unforeseen costs, contingencies and other T.I.F.-Funded Improvements as set forth in Section 4.01.

4.04 Construction Escrow.

Requisition Form. (a) In the event that any lender and/or C.D.O.T. requires Developer to enter into an Escrow Agreement for the disbursement of the City Funds, the City and the Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds (except for the Prior Expenditures (as defined below) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) Upon the completion of the Project, the Developer shall provide D.P.D. a Requisition Form, an inspecting agent or engineer's report pursuant to Section 3.08, and a copy of the Title Policy for the Property, certified by the Title Company pursuant to Section 5.05. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made not more than one time.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project after the creation of the Jefferson/Roosevelt Redevelopment Area and prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) [Intentionally omitted]

(c) [Intentionally omitted]

(d) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed Twenty-five Thousand Dollars (\$25,000) or One Hundred Thousand Dollars (\$100,000) in the aggregate, may be made without the prior written consent of D.P.D.

(i) Disbursement of Equity. Each amount paid pursuant to this Agreement, whether for T.I.F.-Funded Improvements or otherwise, shall be charged first to Equity.

(ii) Disbursement of Lender Financing. After there is no Equity remaining, each amount paid pursuant to this Agreement, whether for T.I.F.-Funded Improvements or otherwise, shall be charged to Lender Financing.

(iii) Disbursement of City Funds. City Funds paid pursuant to this Agreement shall be charged to City Funds to reimburse the Developer for its previous payment for (out of Equity or Lender Financing) T.I.F.-Funded Improvements allocated and on deposit as set forth in Section 4.03(b).

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions Of Disbursement.

Prior to the disbursement of City Funds hereunder the Developer shall submit documentation regarding the applicable expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of the request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, deposit with the Lender (in a manner acceptable to the Lender and the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Completion by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Completion, including but not limited to requirements set forth in the T.I.F. Ordinances, this Agreement and/or the Escrow Agreement.

Section 5.

Conditions Precedent.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget.

The Developer has submitted to D.P.D., and D.P.D. has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

C.D.O.T. has approved and submitted to the Developer the Scope Drawings and the Initial Plans and Specifications and the Developer shall submit to C.D.O.T. Final Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with [the Equity] [other sources] set forth in Section 4.01) to complete the Project. [The Developer has delivered to D.P.D. a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing.]

5.05 Title.

On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer

as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to D.P.D., on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

The Developer has furnished the City with three (3) copies of the survey.

5.08 Insurance.

The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 [Omitted]

5.12 [Omitted]

5.13 Environmental.

The Developer has provided D.P.D. with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement.

The Developer has provided a copy of its articles or certificate of incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do

business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation.

The Developer has provided to Corporation Counsel and D.P.D., a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City, and shall submit all bids received to D.P.D. for its inspection and written approval. (i) For the T.I.F.-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the T.I.F.-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Final Plans and Specifications have been approved by C.D.O.T. and all requisite permits have been obtained.

(b) [Omitted]

6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as (Sub)Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project in accordance with the terms of this Agreement and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies subject to cure periods for Events of Defaults (as defined in Section 15.01):

(a) the right to terminate this Agreement;

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements, which includes the right to approve the parties that will complete those T.I.F.-Funded Improvements, and to pay for the costs of T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available pursuant

to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to place a lien on the Property.

However, should the City elect to exercise the right in Section 7.03(b), Lender's rights under Section 15.03 shall be subordinate to and/or terminate upon the City's exercise of such right.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability corporation duly organized, validly existing, qualified to do business in its state of organization in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate/company action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) prior to the issuance of a Certificate, the Developer shall not do any of the following without the written prior consent of D.P.D., which shall not be unreasonably withheld: (1) be a party to any merger, liquidation or consolidation that will have an adverse material affect on the Developer to complete the Project; (2) sell the improved Project or the Property underlying the Project, subject to Lender's rights pursuant to Section 8.01(j) and Section 16(b) in the event of foreclosure (or deed in lieu thereof); (3) enter into any transaction outside the ordinary course of the Developer's business that will have an adverse material affect on the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that will have an adverse material affect on the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(j) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget. If after the

issuance of a Certificate, a mortgagee or other similar secured party shall succeed to the Developer's interest in the Property, pursuant to foreclosure of the lien (or a deed in lieu thereof) due to incurred indebtedness to be secured by the Property, said secured party shall not require prior consent of D.P.D. if such mortgagee or other similar secured party expressly accepts an assignment of the Developer's interest hereunder. If, in the event of an Event of Default prior to the issuance of a Certificate, a mortgagee or other similar secured party should succeed to the Developer's interest in the Property, pursuant to foreclosure of the lien (or a deed in lieu thereof) prior to the issuance of a Certificate, the City retains its right of first option to decide how to complete the construction of the Project, including finishing the Project itself. If the City shall decide to finish the Project, the City shall reimburse Lender for the T.I.F. eligible expenses Lender has paid for the Project. If the City should so decide, Lender or a wholly-owned Affiliate thereof shall complete the Project on the condition that: a) the City shall retain the right to approve Lender or a wholly-owned Affiliate's choice of contractor and b) Lender or a wholly-owned Affiliate thereof shall not receive City Funds unless Lender or a wholly-owned Affiliate thereof expressly accepts Developers obligations under this Agreement subject to Section 16(b). Consent of D.P.D. is required for any party other than the Developer, a wholly-owned Affiliate thereof or an established financial institution acceptable by the City, to receive City Funds. Bank of America shall be deemed an established financial institution that is acceptable to the City; and

(k) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City;

(l) the Developer shall complete the Project in accordance with the terms of this Agreement; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate", when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in

fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 [Omitted]

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

8.05 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the T.I.F.-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at no expense to the Developer, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 [Omitted]

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City

on a draw-by-draw basis (measured in dollars expended to date). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 8.09, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee

of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment area.

8.12 Disclosure Of Interest.

The Developer's counsel has an indirect financial ownership interest in the Developer, and such interest has been disclosed in the Economic Disclosure Statement submitted to the City by Developer's counsel.

8.13 [Intentionally Omitted]

8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the

Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause

to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City), relating to the Developer, the Property or the Project including but not limited to real estate taxes, if any.

(ii) Right To Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option,

(i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this

paragraph shall not be construed to obligate the City to pay any such Governmental Charge.

(c) [Omitted]

8.20 [Omitted]

8.21 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees,

and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by

the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit H-2 hereto) shall be expended for contract participation by M.B.E.s and by W.B.E.s:

(1) at least twenty-four percent (24%) by M.B.E.s.

(2) at least four percent (4%) by W.B.E.s.

If the Developer seeks to exclude any items on (Sub)Exhibit H-2 from the M.B.E./W.B.E. Budget, the Developer must, no later than three (3) weeks prior to City Council introduction, provide D.P.D. for approval with a list of those items and the estimated cost of each item.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a

M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver monthly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) Business Days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, or prior to the execution of this Agreement, whichever comes first, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major

subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Final Plans and Specifications and all amendments thereto, and the Redevelopment Plan. The Developer hereby acknowledges that the Department of Environment ("D.O.E.") defers to the Illinois Environmental Protection Agency's site assessment and remediation requirements. The Developer hereby represents and warrants that the Developer will provide to the City written notice of environmental approval by D.O.E.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage,

leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property.

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement And Throughout The Term Of The Agreement:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with

limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are

or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City shall be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the recreations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City is to be named as an additional insured on a primary, noncontributory basis.

(c) Term Of The Agreement.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City is to be named an additional insured on a primary, noncontributory basis.

- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City is to be named an additional insured on a primary, noncontributory basis.

(d) Other Requirements.

The Developer will furnish the City, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City, its employees, elected officials, agents or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

Section 13.

Indemnification.

13.01 General Indemnity.

Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee", and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of:

- (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

*Section 15.**Default And Remedies.***15.01 Events Of Default.**

The occurrence of any one (1) or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the

Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City ; or

(l) prior to the issuance of the Certificate, the sale of the improved Project or the Property underlying the Project without the prior written consent of the City, subject to the exception set forth in Section 8.01(i)(2).

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of the Developer's membership interests.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice to Developer from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer or the Lender has failed to cure such default within thirty (30) days of receipt of a written notice to Lender and Developer from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer or Lender shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. Subject to the City's right to first option pursuant to Section 8.01(j), Lender's cure period shall be extended for any period during which Lender pursues foreclosure (or a deed in lieu thereof).

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". A New Mortgage by and between the Developer and Bank of America shall be deemed a Permitted Mortgage. It is hereby agreed by and between the City and the Developer, as follows:

- (a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an

assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land. However, should any aforementioned mortgagee succeed to Developer's interest in the Property, pursuant to foreclosure (or acceptance of a deed in lieu thereof) prior to the issuance of a Certificate, said mortgagee's rights are subject to the City's right of first option to complete the construction of the Project pursuant to Section 8.01(i).

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D.

Section 17.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following

means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To The Developer:

Canal/Taylor Central, L.L.C.,
in care of Canal/Taylor Venture
Attention: Sweeney Canal/Taylor
Limited Partnership,
in care of JPS Interests
30 West Monroe Street, Suite 1000
Chicago, Illinois 60603
Attention: John Sweeney

with copies to:

John J. Gearen/Frank Arado
Mayer Brown Rowe & Maw L.L.P.
190 South LaSalle Street
Chicago, Illinois 60603

Colum Group Limited Partnership,
in care of Nicolson, Porter & List
1300 West Higgins Road, Suite 104
Park Ridge, Illinois 60068
Attention: Paul C. Gearen

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the

City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one (1) or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, D.P.D. or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment.

The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, except that the Developer may collaterally assign its interest in this Agreement in whole or in part to the Lender. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 and 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, promptly give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party may hereto agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago) or to participate in any

1/11/2005

SPECIAL MEETING

40925

discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Canal/Taylor Central, L.L.C.

By: _____

Its: _____

City of Chicago

By: _____

Denise M. Casalino, P.E.,
Commissioner,
Department of Planning
and Development

By: _____

Miguel d'Escoto,
Commissioner,
Department of Transportation

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to

be the _____, of Canal/Taylor Central, L.L.C., an Illinois limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the members of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, ____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County and in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed sealed and delivered the said instrument, pursuant to authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, ____.

Notary Public

My commission expires: _____

[(Sub)Exhibits "A", "D", "E", "F", "I", "K", "M", "N",
"O" and "P" referred to in this Redevelopment
Agreement With Canal/Taylor Central,
L.L.C. unavailable at time
of printing.]

(Sub)Exhibits "B", "C", "G", "H-1", "H-2", "J" and "L" referred to in this
Redevelopment Agreement with Canal/Taylor Central, L.L.C. read as follows:

(Sub)Exhibit "B".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

Legal Description.

Canal/Taylor Central:

a parcel of land consisting of part of Lot 23 of the railroad companies' resubdivision of Blocks 62 to 76, both inclusive, 78, parts of Blocks 61 and 77 together with certain vacated streets, alleys and easements (particularly the perpetual easement for streets as per ordinance of March 23, 1914, per Document Number 5499206) in the School Section Addition to Chicago, a portion of the east half of the southwest quarter of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1924 as Document Number 8339751, in Cook County, Illinois, together with part of West Taylor Street in the east half of the southwest quarter of said Section 16, more particularly described as follows:

commencing at the southwest corner of previously mentioned Lot 23; thence north 00 degrees, 24 minutes, 43 seconds east along the west line of said Lot 23, said west line also being the east right-of-way line of South Canal Street (100 feet in width), a distance of 217.87 feet to a jog in the west line aforesaid; thence north 89 degrees, 10 minutes, 34 seconds west, a distance of 20.00 feet; thence north 00 degrees, 24 minutes, 43 seconds east along the west line of said Lot 23, also being the east right-of-way line of said South Canal Street (80 feet in width), a distance of 598.05 feet to a point on a line 20 feet south of and parallel to the north line of Lot 23, said point also being the point of beginning; thence south 89 degrees, 11 minutes, 23 seconds east along a line 20 feet south of and parallel with the north line of Lot 23, a distance of 311.51 feet; thence north 04 degrees, 42 minutes, 15 seconds west, a distance of 80.37 feet to a

point on the north line of West Taylor Street; thence north 89 degrees, 11 minutes, 23 seconds west along the north line of West Taylor Street, 304.34 feet to the east line of South Canal Street; thence south 00 degrees, 24 minutes, 43 seconds west along the east line of South Canal Street, 80.00 feet to the point of beginning, in Cook County, Illinois.

Property Area: 24,624 square feet (0.57 acres).

(Sub)Exhibit "C".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

T.I.F.-Funded Improvements.

Cost of Infrastructure Improvements including related soft costs	\$6,500,000

(This amount is an estimate of potential future costs. The expected amount as of the closing date is \$5,704,504.)

(Sub)Exhibit "G".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continued to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H-1".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

Project Budget.

Bridge Structure	\$ 3,590,400
Construction Engineering	454,848
Contingency (ten percent (10%))	452,841
Design Engineering	283,165
Supervisory Fee	250,000
Traffic Signals	200,000
Railroad Protective Liability Insurance	150,000
Lender Construction Interest	123,750
Developer's Bond	37,500
Title Insurance	36,000
Lender Loan Fee*	30,000
City Inspecting Architect	25,000

* The amounts listed for these line items are fixed and the City of Chicago will not reimburse the Developer for costs in excess of the listed amounts.

Developer Legal Fee	\$ 10,000
Lender Legal Fee*	10,000
Soils Test	10,000
Environmental	10,000
Developer's Liability Insurance	10,000
Permit Fees	10,000
Lender Inspection Fee*	5,000
Surveyor	5,000
Zoning Endorsement	<u>1,000</u>
TOTAL PROJECT BUDGET:	\$5,704,504

(Sub)Exhibit "H-2".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

M.B.E./W.B.E. Budget.

Bridge Structure	\$3,590,400
Construction Engineering	454,848
Design Engineering	283,165
Traffic Signals	200,000

* The amounts listed for these line items are fixed and the City of Chicago will not reimburse the Developer for costs in excess of the listed amounts.

1/11/2005

SPECIAL MEETING

40931

Soils Test	\$ 10,000
Environmental	10,000
Surveyor	<u>5,000</u>
Total:	\$4,553,413

M.B.E./W.B.E. Expenditure Goal.

M.B.E. (Twenty-four percent (24%))	\$1,092,819.12
W.B.E. (four percent (4%))	<u>182,136.52</u>
Total M.B.E./W.B.E. Expenditures:	\$1,274,955.64

(Sub)Exhibit "J".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

Opinion Of Developer's Counsel.

_____, ____

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Canal/Taylor Central, L.L.C., an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land

and the construction of certain facilities thereon located in the Jefferson/Roosevelt Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Canal/Taylor Central, L.L.C. Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Organization, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Operating Agreement, as amended to date, and (iv) records of all organizational proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign entity under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in

which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Organization or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With
Canal/Taylor Central, L.L.C.)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____ of Canal/Taylor Central, L.L.C., an Illinois limited liability company (the "Developer"), being duly sworn on oath deposes and says that the Developer is the owner of the Property as defined in that certain Canal/Taylor Central, L.L.C. Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2004 (the "Agreement") and that:

A. This paragraph A sets forth and is a true and complete statement of all expenditures for the Project to date:

[Description] \$ _____

TOTAL: \$ _____

B. The work paid for by the expenditures described in paragraph A has been completed.

C. This paragraph C sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

D. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

E. None of the costs referenced in paragraph D above have been previously reimbursed by the City.

F. Attached is the following document:

1. A report for the year ended _____, 2004 detailing compliance with Section 10.03 of the Agreement.

G. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.

2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

3. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

1/11/2005

SPECIAL MEETING

40937

Canal/Taylor Central, L.L.C., an Illinois
limited liability company

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this
____ day of _____, 200__.

My commission expires: _____

Agreed and Accepted:

Name: _____

Title: _____

City of Chicago,
Department of Planning
and Development

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND CANCELLATION OF WATER/
SEWER ASSESSMENTS FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 29, December 8 and 15, 2004, sundry proposed ordinances and substitute ordinances transmitted therewith to authorize the issuance of free permits, license fee exemptions and cancellation of water/sewer assessments for certain charitable, educational and religious institutions, having had under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances, substitute ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Chinatown Museum Foundation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chinatown Museum Foundation for restoration of an existing structure on the premises known as 238 West 23rd Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

—

Hyde Park Art Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Hyde Park Art Center, 5020 South Cornell Avenue for rehabilitation of cultural arts center on the premises known as 5020 South Cornell Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Metra Randolph Street Station.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Metra Randolph Street Station, 151 East Randolph Street, for interior lower-level at the premises known as 151 East Randolph Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Windy City Habitat For Humanity.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of

Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Windy City Habitat for Humanity, 515 North State Street, Suite 2300, for new construction on the premises known as 5200 and 5202 South Hermitage Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTION.

Missionaries Of Charity.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of the City of Chicago, the following institution, which is not operated for gain, is hereby exempt from payment of the annual Retail Food License fee (License Code 1006), for the period beginning November 16, 2004 and ending November 15, 2005:

Missionaries of Charity
115 North Oakley Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

Association House Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$4,780.82 assessed against Association House of Chicago, 1116 -- 1120 North Kedzie Avenue (Account Number 510557-510557).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

The End Of Time Full Gospel Ministries.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against The End of Time Full Gospel Ministries, 8403 South Buffalo Avenue (Account Number 634616-439103).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Latin United Community Housing Association (L.U.C.H.A.).
(3337 West Division Street)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$826.76 assessed against L.U.C.H.A., 3337 West Division Street (Account Number 510560-510560).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Latin United Community Housing Association (L.U.C.H.A.).
(2601 -- 2609 West Evergreen Avenue)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$1,662.76 assessed against L.U.C.H.A., 2601 -- 2609 West Evergreen Avenue (Account Number 507875-507875).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Misericordia Heart Of Mercy.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water and The Commissioner of Sewers are hereby authorized

and directed to cancel existing, future and delinquent assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Misericordia Heart of Mercy, 6300 North Ridge Avenue for their location at 6241 North Hoyne Avenue (Account Numbers 453201-602927 and 453201-602928).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

North Park Village (Senate Apartments).

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against North Park Village (Senate Apartments) 5801 North Pulaski Road (Account Number 430311-430311).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Union League Boys And Girls Club.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-25-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$89.03 assessed against Union League Boys and Girls Club, 1214 North Washtenaw Avenue (Account Numbers 588227-602891 and 588227-602947).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

1/11/2005

SPECIAL MEETING

40945

EXEMPTION OF BELMONT ASSEMBLY OF GOD CHURCH
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Belmont Assembly of God Church from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Belmont Assembly of God Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6050 West Belmont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view for profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Belmont Assembly of God Church, a not-for-profit Illinois corporation located at 7000 West Belmont Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Belmont Assembly of God Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year, but in no event beyond December 31, 2005.

1/11/2005

SPECIAL MEETING

40947

EXEMPTION OF BETHESDA HOME AND RETIREMENT CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Bethesda Home and Retirement Center from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Bethesda Home and Retirement Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2833 North Nordica Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Bethesda Home and Retirement Center, a not-for-profit Illinois corporation located at 2833 North Nordica Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Bethesda Home and Retirement Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

1/11/2005

SPECIAL MEETING

40949

EXEMPTION OF CHICAGO SINAI CONGREGATION FROM
PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
JUNE 30, 2006.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Chicago Sinai Congregation from payment of all city permit, license and inspection fees for the period ending June 30, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Sinai Congregation, a not-for-profit Illinois corporation, related to the erection, renovation and maintenance of building(s) located at 15 West Delaware Place.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Chicago Sinai Congregation, a not-for-profit Illinois corporation, located at 15 West Delaware Place, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. This ordinance shall be in force for a period of July 1, 2005 through June 30, 2006.

EXEMPTION OF FRANCIS W. PARKER SCHOOL FROM
PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Francis W. Parker School from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and

the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Francis W. Parker School, a not-for-profit institution, related to the erection and maintenance of buildings located at 330 West Webster Avenue and 2234 North Clark Street.

Said building(s) and all appurtenances thereto shall be used exclusively for educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Francis W. Parker School, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Francis W. Parker School shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF LESTER AND ROSALIE ANIXTER CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
FEBRUARY 16, 2006.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Lester and Rosalie Anixter Center from payment of all city permit, license and inspection fees for the period ending February 16, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lester and Rosalie Anixter Center, a not-for-profit Illinois corporation located at 2001 North Clybourn Avenue, related to the renovation,

erection and maintenance of various building(s) and fuel storage facilities within the 43rd Ward, located at 2001 -- 2007 North Clybourn Avenue, 2028 --2054 North Clybourn Avenue and 2537 North Halsted Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Lester and Rosalie Anixter Center is a not-for-profit Illinois corporation located at 2001 North Clybourn Avenue, engaged in rehabilitation, education, training and related activities, and shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Lester and Rosalie Anixter Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 16, 2006.

EXEMPTION OF LINCOLN PARK ZOO FROM PAYMENT OF CITY
PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Lincoln Park Zoo from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lincoln Park Zoo, a not-for-profit institution, related to the erection and maintenance of

various buildings located at 2200 North Cannon Drive with Administration Offices at 2001 North Clark Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Lincoln Park Zoo, a not-for-profit Illinois corporation located at 2200 North Cannon Drive, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Lincoln Park Zoo of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF NORTHWESTERN UNIVERSITY SETTLEMENT
HOUSE FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Burnett (27th Ward) exempting Northwestern University Settlement House from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern University Settlement House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 1400 West Augusta Boulevard.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Northwestern University Settlement House, a not-for-profit Illinois corporation, also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northwestern University Settlement House shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF TRINITY CHRISTIAN FELLOWSHIP
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Trinity Christian Fellowship from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to

report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Trinity Christian Fellowship, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7000 West Belmont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit,

and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Trinity Christian Fellowship, a not-for-profit Illinois corporation, located at 7000 West Belmont Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Trinity Christian Fellowship Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF VICTORY GARDENS THEATER FROM
PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
FEBRUARY 15, 2006.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Victory Gardens Theater from payment of all city permit, license and inspection fees for the period ending February 15, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Victory Gardens Theater, a not-for-profit Illinois corporation, related to the renovation, erection and maintenance of various building(s) within the 43rd Ward, located at 2257 North Lincoln Avenue and 2433 North Lincoln Avenue.

Said building(s) and appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Victory Gardens Theater, a not-for-profit Illinois corporation engaged in the presentation of musical or theatrical works and related community activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Victory Gardens Theater shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2006.

REPEAL OF PRIOR ORDINANCE AND AUTHORIZATION FOR
ISSUANCE OF LICENSES AND/OR PERMITS, FREE
OF CHARGE, TO DE PAUL UNIVERSITY/
MJH EDUCATION ASSISTANCE
ILLINOIS IV, L.L.C.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance repealing a prior ordinance and authorizing the issuance of all necessary permits and/or licenses, free of charge, to DePaul University/MJH Education Assistance Illinois IV, L.L.C., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, DePaul University is a credit to the City of Chicago as the largest Catholic University; and

WHEREAS, DePaul University draws talented young people from around the world as its students; and

WHEREAS, DePaul University is in need of student housing; and

WHEREAS, DePaul University has an agreement with another not-for-profit entity, namely the MJH Education Assistance Illinois IV, L.L.C., to build a student housing facility at 1215 -- 1257 West Fullerton Avenue; and

WHEREAS, The City of Chicago recognizes the financial constraints under which this development is proceeding to the benefit of the people of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Director of Revenue, and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to DePaul University/MJH Education Assistance Illinois IV, L.L.C. for the demolition and new construction on the premises known as 1215 -- 1257 West Fullerton Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and for the cancellation of warrants for the collection of inspection fees.

SECTION 2. DePaul University/MJH Education Assistance Illinois IV, L.L.C., not-for-profit entities, engaged in educational and related activities, shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. This ordinance repeals and replaces an ordinance that was previously passed by the full City Council at the meeting of September 29, 2004 appearing on pages 31792 through 31793 of the *Journal of the Proceedings of the City Council of the City of Chicago*.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR WAIVER OF SPECIAL EVENT RAFFLE
LICENSE FEE FOR FRIENDS OF NEWBERRY
MATH AND SCIENCE ACADEMY.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order for the waiver of a Raffle License fee for the Friends of Newberry Math and Science Academy (referred December 15, 2004), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Special Event Raffle License fee (Code 1625) for the Friends of Newberry Math and Science Academy, located at 700 West Willow Street, Chicago, Illinois, for the year 2005.

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

1/11/2005

SPECIAL MEETING

40967

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Moody Bible Institute 820 North LaSalle Street	B3-403027 (Pub. Place of Assemb.)	--
	B3-403028 (Pub. Place of Assemb.)	--
	B3-403029 (Pub. Place of Assemb.)	--
	B3-403052 (Pub. Place of Assemb.)	--
	B3-403053 (Pub. Place of Assemb.)	--
	B3-403054 (Pub. Place of Assemb.)	--
	B3-403055 (Pub. Place of Assemb.)	--
	B3-403056 (Pub. Place of Assemb.)	--
	B3-403057 (Pub. Place of Assemb.)	--

Name And Address	Warrant Number And Type Of Inspection	Amount
	B3-403063 (Pub. Place of Assemb.)	--
	B3-406886 (Pub. Place of Assemb.)	--
Number 2 Mount Pleasant Missionary Baptist Church 947 North Cicero Avenue	B1-408135 (Bldg.)	\$80.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 40970 through
40979 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AQUINAGA	POLICE OFFICER	CENTRAL DETENTION SECTION	7/08/2004	11481.98
AGYEMAN	POLICE OFFICER	FOURTH DISTRICT	10/02/2004	886.87
ALANIS	POLICE OFFICER	FOURTH DISTRICT	9/23/2004	433.80
ALJINDVIC	POLICE OFFICER	INTELLIGENCE SECTION	8/02/2004	2750.41
ALLEN	POLICE OFFICER	UNKNOWN	12/15/2000	11.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	10/15/2004	307.79
ALMANZA	POLICE OFFICER	TENTH DISTRICT	9/29/2004	413.00
ALVAREZ	POLICE OFFICER	TWELFTH DISTRICT	8/05/2004	2862.30
ANDAVERDE	POLICE OFFICER	NARCOTICS SECTION	9/01/2004	163.31
ANDERSEN	POLICE OFFICER	NINTH DISTRICT	8/24/2004	860.88
ANDERSON	POLICE OFFICER	SEVENTH DISTRICT	9/26/2004	428.90
ARCILLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/02/2004	436.10
ARGYROPOLLOUS	POLICE OFFICER	SIXTH DISTRICT	10/02/2004	633.00
ARNOTE	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	9/19/2004	187.31
ARPAIA	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2004	432.99
AVILA	POLICE OFFICER	ELEVENTH DISTRICT	1/19/2004	168.00
AZZOLI	POLICE OFFICER	SECOND DISTRICT	1/09/2000	231.00
BALACHOWSKI	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/2004	987.00
BANSLEY	POLICE OFFICER	EIGHTH DISTRICT	4/18/2004	132.00
BARTH-FLYNN	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/2004	1007.00
BATAOEL	POLICE OFFICER	NINETEENTH DISTRICT	7/25/2004	3718.40
BATISTE	POLICE OFFICER	SECOND DISTRICT	3/24/2004	281.00
BEASLEY	POLICE OFFICER	TWELFTH DISTRICT	10/18/2004	203.00
BEEBE	POLICE OFFICER	FIFTEENTH DISTRICT	9/18/2004	407.00
BENDEL	POLICE OFFICER	FIFTEENTH DISTRICT	2/05/1999	704.00
BENTLEY	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/08/2003	840.00
BERRY	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2004	386.20
BERRY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/13/2004	2334.14
BERTHA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/01/2004	292.00
BEVAN	POLICE OFFICER	NARCOTICS SECTION	11/17/2004	166.43
BIEDRZYCKI	POLICE OFFICER	FIRST DISTRICT	3/25/1987	3243.67
BIESER-COLE	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/30/2004	207.00
BLUE	POLICE OFFICER	TWELFTH DISTRICT	9/10/2004	503.70
BLUM	POLICE OFFICER	THIRD DISTRICT	9/12/2004	1459.13
BOYLAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/23/2004	776.80
BOYLE	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/17/2003	338.00
BRESNAHAN	POLICE OFFICER	TWELFTH DISTRICT	10/03/2004	1058.30
BRIDGES	POLICE OFFICER	TWELFTH DISTRICT	10/05/2004	238.00
BROWN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/2004	432.80
BROWN	POLICE OFFICER	EIGHTH DISTRICT	10/29/2003	734.30
BROWN	POLICE OFFICER	SEVENTH DISTRICT	1/09/2004	103.00
BROWN	POLICE OFFICER	SECOND DISTRICT	3/08/2003	1421.00
BRUNO	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	1/06/1997	41.47
BUCKLEY	POLICE OFFICER	THIRD DISTRICT	9/11/2004	817.20
BURKE	POLICE OFFICER	NINETEENTH DISTRICT	7/06/2004	169.00
BURNETTE	POLICE OFFICER	EIGHTH DISTRICT	9/22/2003	871.90
BURNS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/09/2004	3317.00
BURNS	POLICE OFFICER	SIXTH DISTRICT	9/18/2004	227.60
BURNS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/18/2004	700.00

1/11/2005

SPECIAL MEETING

40971

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BUTLER	POLICE OFFICER	ELEVENTH DISTRICT	10/27/2004	300.00
CAIRO	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	1062.40
CAIRO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/2004	763.30
CALHOUN	POLICE OFFICER	SEVENTH DISTRICT	3/02/2004	4909.30
CAMARILLO	POLICE OFFICER	ELEVENTH DISTRICT	6/28/2004	1092.00
CAMPBELL	POLICE OFFICER	FIFTEENTH DISTRICT	8/29/2004	709.00
CAMPBELL	POLICE OFFICER	SEVENTH DISTRICT	8/06/2004	102.00
CARTER	POLICE OFFICER	FOURTH DISTRICT	6/17/2004	1457.00
CASEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/2004	299.00
CASEY	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/02/2004	102.00
CATANZARA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/14/2004	346.08
CAVES-BREEN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/13/2004	690.00
CHEREK	POLICE OFFICER	SIXTH DISTRICT	10/06/2004	652.93
CHERNIK	POLICE OFFICER	ELEVENTH DISTRICT	8/31/2004	413.10
CLARK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/20/2004	824.30
COLE	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/07/2004	214.00
COLEMAN	POLICE OFFICER	TENTH DISTRICT	10/04/2004	306.89
COLON	POLICE OFFICER	THIRD DISTRICT	8/24/2004	2261.00
CONSIDINE	POLICE OFFICER	ELEVENTH DISTRICT	9/20/2004	182.70
CODNEY	POLICE OFFICER	RECRUIT TRAINING	4/23/2004	753.00
CORTEZ	POLICE OFFICER	NINTH DISTRICT	9/29/2004	217.00
COUGHLIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/10/2004	426.60
CRAYTON	POLICE OFFICER	TENTH DISTRICT	8/10/2004	706.00
CROSBLEY	POLICE OFFICER	THIRD DISTRICT	4/24/2001	428.40
CURRY	POLICE OFFICER	FIFTEENTH DISTRICT	11/21/2004	261.00
CHWICK	POLICE OFFICER	THIRD DISTRICT	7/09/2004	206.00
CHYNAR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/13/2004	188.00
DALEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/2004	222.00
DALPONTE	POLICE OFFICER	NINETEENTH DISTRICT	2/28/2003	119.93
DANIELS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	5/11/2004	1223.00
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	11/13/2004	378.00
DANIELS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/25/2004	1348.17
DANIELS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/2004	369.00
DAWSON	POLICE OFFICER	BOMB AND ARSON SECTION	8/03/2004	5503.89
DAY	POLICE OFFICER	SIXTEENTH DISTRICT	6/01/2004	2191.11
DEADY	POLICE OFFICER	FIFTEENTH DISTRICT	8/23/2004	1461.92
DELANEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/05/2004	161.00
DELGADO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/21/2004	1720.00
DELVALLE	POLICE OFFICER	ELEVENTH DISTRICT	8/22/2004	1348.00
DENNIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/02/2004	477.00
DENNIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/21/2004	12.00
DINNIDLE	POLICE OFFICER	TENTH DISTRICT	1/07/1991	101.00
DOBSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/28/2004	1103.99
DOHERTY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	7/09/2004	12.00
DOIG	POLICE OFFICER	UNKNOWN	7/14/1988	891.42
DOMAGALA	POLICE OFFICER	NINTH DISTRICT	10/02/2004	709.07
DONNELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/2004	356.68
DOYLE	POLICE OFFICER	ELEVENTH DISTRICT	8/06/2004	82.00
DREES	POLICE OFFICER	ELEVENTH DISTRICT	8/14/2004	82.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DREES	POLICE OFFICER	ELAVENTH DISTRICT	11/01/2004	75.00
DUGAN	POLICE OFFICER	SEVENTH DISTRICT	9/08/2004	118.09
DUGAN	POLICE OFFICER	FIFTEENTH DISTRICT	9/18/2004	64.00
EDWARDS	POLICE OFFICER	ELEVENTH DISTRICT	8/18/2004	323.32
EDWARDS	POLICE OFFICER	RECRUIT TRAINING	3/03/2004	4877.65
EITEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/17/2004	248.00
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	1/21/1999	287.00
EPPLING	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/22/2004	714.00
ESPARZA	POLICE OFFICER	NINTH DISTRICT	10/01/2004	190.00
EVERETT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/04/2004	931.80
FARRELL	POLICE OFFICER	FIRST DISTRICT	8/24/2004	654.36
FEDERICI	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/07/2004	923.87
FEENEY	POLICE OFFICER	FIRST DISTRICT	8/01/2004	32.00
FENEK	POLICE OFFICER	MOUNTED UNIT	6/09/2004	211.00
FERRARO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/01/2003	1283.50
FOBLE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/01/2004	1377.00
FRANCIS	POLICE OFFICER	TWELFTH DISTRICT	11/06/2004	428.83
FRANK	POLICE OFFICER	RECRUIT TRAINING	5/24/2004	432.00
FREITAG	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/2003	14.00
FREUND	POLICE OFFICER	THIRD DISTRICT	7/13/2004	311.00
FUNDAREK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/06/2004	833.00
GARDNER	POLICE OFFICER	SEVENTH DISTRICT	7/13/2004	2706.00
GASPAR	POLICE OFFICER	TENTH DISTRICT	11/19/2003	353.14
GHORBANTIAN	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2002	130.33
GILLOTT	POLICE OFFICER	TWELFTH DISTRICT	6/12/1995	137.00
GLINSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	10/28/2004	373.00
GOACHEE	POLICE OFFICER	SIXTH DISTRICT	10/29/2004	193.00
GOLOSINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/28/2004	700.00
GONZALEZ	POLICE OFFICER	RECRUIT TRAINING	6/19/2004	369.00
GONZALEZ	POLICE OFFICER	RECRUIT TRAINING	10/05/2004	528.09
GONZALEZ	POLICE OFFICER	SEVENTH DISTRICT	9/27/2003	2127.56
GONZALEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/30/2004	244.00
GORZKOWSKI	POLICE OFFICER	RECRUIT TRAINING	10/30/2004	441.00
GRAFFIS	POLICE OFFICER	TWELFTH DISTRICT	5/21/2004	1940.00
GRANADO	POLICE OFFICER	TENTH DISTRICT	9/10/2004	217.00
GREEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/1992	102.00
GREENE	POLICE OFFICER	FIFTEENTH DISTRICT	5/19/1995	1651.30
GRINING	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	9/04/2003	193.31
GUNN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/18/2004	540.00
GUY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/13/2004	204.00
HADDON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/10/2004	3742.82
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	132.00
HALLIHAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/12/2004	824.40
HALSELL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/01/2004	335.10
HANLEY	POLICE OFFICER	FOURTH DISTRICT	1/17/2004	1662.00
HARGES	POLICE OFFICER	FIFTH DISTRICT	7/03/2004	47.00
HARITOB	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	10/11/2004	314.48
HARRIGAN	POLICE OFFICER	NINTH DISTRICT	9/20/2004	217.00
HARRIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/20/2004	564.50

1/11/2005

SPECIAL MEETING

40973

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARTZ DOUGLAS R	POLICE OFFICER	NINTH DISTRICT	8/01/2004	277.53
HARTZ WILLIAM W	POLICE OFFICER	FOURTEENTH DISTRICT	9/28/2002	167.00
HATTER COREY	POLICE OFFICER	RECRUIT TRAINING	8/29/2004	325.00
HAUBER ROBERT P	POLICE OFFICER	EIGHTH DISTRICT	6/07/2004	1415.10
HAYNES DEREK A	POLICE OFFICER	SEVENTH DISTRICT	1/02/2004	230.00
HERNANDEZ ARTURO	POLICE OFFICER	TENTH DISTRICT	11/28/2003	264.59
HERNANDEZ DANIEL	POLICE OFFICER	SECOND DISTRICT	9/10/2004	6130.73
HERRERA KEITH A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/17/2004	522.00
HESPE BRADLEY	POLICE OFFICER	ELEVENTH DISTRICT	6/14/2002	847.80
HESPE WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	5065.75
HETT JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/03/2004	9.00
HETT JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/12/2004	77.70
HICKS NATHAN	POLICE OFFICER	RECRUIT TRAINING	1/15/2004	1760.00
HINES DENNIS	POLICE OFFICER	THIRD DISTRICT	10/02/2004	187.00
HITZ JONI M	POLICE OFFICER	FOURTH DISTRICT	2/18/2004	3580.00
HOFFMAN ERIC	POLICE OFFICER	UNKNOWN	6/11/2004	606.80
HOLLER JOEL P	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/16/2004	70.00
HOPKINS MARGRET C	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2004	3930.10
HUDSON ROBIN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/14/2004	599.00
HUMPHICH BRIAN C	POLICE OFFICER	SEVENTH DISTRICT	8/11/2004	1533.76
HUNTOWSKI CRISOVALANTO	POLICE OFFICER	SEVENTH DISTRICT	7/20/2004	281.00
JACKOWSKI NICHOLAS	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2004	776.00
JACKSON TALMITCH	POLICE OFFICER	FIFTEENTH DISTRICT	10/18/2004	250.00
JACOBBS GREGORY B	POLICE OFFICER	THIRD DISTRICT	9/10/1994	703.73
JACONETTI WILLIAM	POLICE OFFICER	FIFTH DISTRICT	3/19/2004	439.00
JERNIGAN KESHIA	POLICE OFFICER	FOURTEENTH DISTRICT	4/13/2004	26.00
JERVIER ANDREA	POLICE OFFICER	FOURTH DISTRICT	6/25/2004	2647.87
JOHNSON JERRELL K	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/08/2004	1264.00
JOHNSON KENNETH	POLICE OFFICER	UNKNOWN	3/22/2004	170.00
JOHNSON LAWRENCE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/19/2004	690.73
JOHNSON LLOYD E	POLICE OFFICER	NINETEENTH DISTRICT	6/04/2004	1303.00
JOHNSON DERRICK L	POLICE OFFICER	SEVENTH DISTRICT	7/18/2004	717.00
JONES GLORIA	POLICE OFFICER	SEVENTH DISTRICT	10/10/2004	81.00
JONES MICHAEL	POLICE OFFICER	SECOND DISTRICT	6/03/2004	775.00
JONES ROY	POLICE OFFICER	SEVENTH DISTRICT	2693.15	288.00
JONES YVETTE A	POLICE OFFICER	THIRD DISTRICT	7/19/2004	538.00
JORITZ MATTHEW	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/09/2004	1251.40
JORITZ MATTHEW	POLICE OFFICER	SIXTH DISTRICT	9/25/2004	469.16
JUDEH KAMAL H	POLICE OFFICER	FIFTH DISTRICT	3/22/2004	383.73
JUGO STEVEN H	POLICE OFFICER	FIFTH DISTRICT	11/01/2004	562.50
KALAFUT KEITH	POLICE OFFICER	SEVENTH DISTRICT	10/08/2004	1755.10
KAPUGI STEVEN	POLICE OFFICER	TENTH DISTRICT	7/24/2004	706.00
KASPER DANIEL M	POLICE OFFICER	TENTH DISTRICT	12/19/2003	1507.77
KASPER MICHAEL A	POLICE OFFICER	FIRST DISTRICT	6/26/2004	678.84
KING ALFRED J	POLICE OFFICER	SEVENTH DISTRICT	10/01/2004	42.00
KING JAMES M	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	6/08/2002	914.20
KING RYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/07/2004	755.00
KING RYAN	POLICE OFFICER	NINTH DISTRICT	11/04/2004	807.38
KING RYAN	POLICE OFFICER	NINTH DISTRICT	11/12/2004	807.38

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KLEEB JAMES G	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	8/11/2004	53.00
KLEIDON WALTER	POLICE OFFICER	NARCOTICS SECTION	4/01/1994	6157.72
KOCANDA THOMAS C	POLICE OFFICER	FOURTH DISTRICT	9/18/2004	1456.14
KONJARSKI JENNIFER L	POLICE OFFICER	RECRUIT TRAINING	10/15/2003	1441.00
KOZACK DAVID L	POLICE OFFICER	FIRST DISTRICT	7/25/2003	66.00
KOZENKO MICHAEL	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/30/2004	30.00
KRACZYK-COTTER JULIE A	POLICE OFFICER	FIFTEENTH DISTRICT	8/28/2004	1324.22
KROLICZEK LES O	POLICE OFFICER	SIXTEENTH DISTRICT	6/20/2004	214.00
KROLL ANDREW J	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/2004	317.56
KRUPA FRANK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/18/2004	1121.30
KURI CESAR	POLICE OFFICER	ELEVENTH DISTRICT	8/28/2004	82.00
LANE REGINALD S	POLICE OFFICER	THIRD DISTRICT	7/12/2004	2787.40
LANGE JIMMIE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	189.01
LANGREN DAVID	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/23/2004	43.40
LEAVY JOHN R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/18/2004	7449.99
LEE DEMEY L	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/18/2004	2364.06
LEVI KEFIRAH	POLICE OFFICER	THIRD DISTRICT	3/28/2004	276.75
LIPKIN STEVEN	POLICE OFFICER	NINTH DISTRICT	9/18/2004	47.60
LOBIANCO ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	8/13/2004	82.00
LOCONSOLE JOHN	POLICE OFFICER	ELEVENTH DISTRICT	5/27/2004	4739.97
LOGGIN DAVINA	POLICE OFFICER	SEVENTH DISTRICT	9/19/2004	439.60
LOPEZ SYLVIA	POLICE OFFICER	FOURTEENTH DISTRICT	11/13/2004	1110.24
LYNCH THOMAS H	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/27/2004	1439.00
MADDEN MICHAEL P	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/24/2004	1136.00
MANEY GERARDO	POLICE OFFICER	SEVENTH DISTRICT	7/13/2004	1703.00
MARTINEZ JOANN	POLICE OFFICER	NINETEENTH DISTRICT	8/10/2002	6818.08
MARTINEZ JOHN P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/23/2004	1917.35
MARTINEZ RUBEN	POLICE OFFICER	RECRUIT TRAINING	12/12/2000	913.40
MASON THOMAS	POLICE OFFICER	TENTH DISTRICT	6/03/2004	249.00
MATTHEIS MARY J	POLICE OFFICER	FIFTEENTH DISTRICT	9/14/2004	1021.14
MAXWELL LLOYD	POLICE OFFICER	IDENTIFICATION SECTION	8/11/2003	66.00
MAY EDWARD	POLICE OFFICER	UNKNOWN	8/10/2004	753.00
MCCANN-DOUCHEE DEATRA	POLICE OFFICER	ELEVENTH DISTRICT	9/21/2003	66.00
MCMAHON MARY L	POLICE OFFICER	SIXTH DISTRICT	9/12/2004	589.00
MCNICHOLAS JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	7/10/2004	453.70
MCWILLIAMS SCOTT M	POLICE OFFICER	FIFTH DISTRICT	6/02/2004	1800.00
MEDINA CARLOS	POLICE OFFICER	MOUNTED UNIT	6/29/2004	690.00
MEDINA CARLOS	POLICE OFFICER	MOUNTED UNIT	8/14/2004	204.00
MESCALL KENNETH J	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/2004	66.00
MILNER BRIAN G	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/2003	66.00
MIUCIN ZORAN	POLICE OFFICER	ELEVENTH DISTRICT	9/18/2004	503.10
MOORE CHAUNCEY W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/02/2004	1360.80
MOORE-POWELL CENTERIA	POLICE OFFICER	THIRD DISTRICT	4/09/2002	1491.70
MOORE-POWELL CENTERIA	POLICE OFFICER	THIRD DISTRICT	7/01/2003	134.00
MORAN JOHN W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/19/2003	66.00
MORANDI KELLY	POLICE OFFICER	FOURTH DISTRICT	8/24/2004	1034.50
MORIN TONIA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/13/2004	1163.00
MOBUEDA RAUL M	POLICE OFFICER	RECRUIT TRAINING	9/12/2004	497.79

1/11/2005

SPECIAL MEETING

40975

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MUHAMMAD	POLICE OFFICER	FIFTH DISTRICT	6/24/2004	851.00
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	60722.01
MURPHY	POLICE OFFICER	FIFTEENTH DISTRICT	9/18/2004	248.11
MURPHY	POLICE OFFICER	RECRUIT TRAINING	5/30/2004	751.50
NESSER	POLICE OFFICER	FIFTH DISTRICT	6/03/2004	637.16
NIEVES	POLICE OFFICER	FOURTEENTH DISTRICT	3/09/2000	267.06
O'BRIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/02/2004	475.28
OAKS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	7/27/2004	278.00
O'BRIEN	POLICE OFFICER	FOURTEENTH DISTRICT	8/27/2004	121.00
OAKS	POLICE OFFICER	TRAINING DIVISION	6/03/2004	70.00
O'BRIEN	POLICE OFFICER	THIRD DISTRICT	6/29/2003	118.00
OAKS	POLICE OFFICER	THIRD DISTRICT	11/10/1999	28.00
O'BRIEN	POLICE OFFICER	NARCOTICS SECTION	9/11/2004	933.54
OAKS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/02/2004	1183.00
O'BRIEN	POLICE OFFICER	RECRUIT TRAINING	9/24/2004	562.81
OAKS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/06/2004	346.40
O'BRIEN	POLICE OFFICER	RECRUIT TRAINING	6/24/2004	1632.00
OAKS	POLICE OFFICER	RECRUIT TRAINING	8/24/2004	587.00
O'BRIEN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/2004	923.50
OAKS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/04/2004	1432.20
O'BRIEN	POLICE OFFICER	FIFTEENTH DISTRICT	5/16/2003	8362.00
OAKS	POLICE OFFICER	SEVENTH DISTRICT	11/05/1997	468.00
O'BRIEN	POLICE OFFICER	FIFTH DISTRICT	8/31/2004	367.00
OAKS	POLICE OFFICER	MOUNTED UNIT	9/26/2004	216.00
O'BRIEN	POLICE OFFICER	FIFTH DISTRICT	2/19/2004	983.00
OAKS	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	8/04/2004	1696.00
O'BRIEN	POLICE OFFICER	THIRD DISTRICT	10/09/2004	193.00
OAKS	POLICE OFFICER	SEVENTH DISTRICT	9/30/2004	461.47
O'BRIEN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/2003	3194.00
OAKS	POLICE OFFICER	FIFTH DISTRICT	7/04/2003	4656.40
O'BRIEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/2004	359.00
OAKS	POLICE OFFICER	EIGHTH DISTRICT	1/13/2004	1523.90
O'BRIEN	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/2004	678.00
OAKS	POLICE OFFICER	TENTH DISTRICT	7/06/2004	428.40
O'BRIEN	POLICE OFFICER	FOURTEENTH DISTRICT	7/13/2004	1088.00
OAKS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/07/2004	832.27
O'BRIEN	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/23/2004	96.60
OAKS	POLICE OFFICER	TWELFTH DISTRICT	10/10/2000	532.50
O'BRIEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/04/2004	10102.49
OAKS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/01/2004	1384.00
O'BRIEN	POLICE OFFICER	THIRTEENTH DISTRICT	9/06/2004	744.00
OAKS	POLICE OFFICER	NINETEENTH DISTRICT	8/10/2004	82.00
O'BRIEN	POLICE OFFICER	SEVENTH DISTRICT	9/26/2004	1269.40
OAKS	POLICE OFFICER	RECRUIT TRAINING	4/29/2004	3643.30
O'BRIEN	POLICE OFFICER	NINETEENTH DISTRICT	9/18/2004	463.00
OAKS	POLICE OFFICER	THIRTEENTH DISTRICT	10/01/2004	496.30
O'BRIEN	POLICE OFFICER	TENTH DISTRICT	11/02/2004	417.00
OAKS	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/2003	67.21
O'BRIEN	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	8/25/2004	4757.74
OAKS	POLICE OFFICER	TENTH DISTRICT		

ROSALLES-ELIZANDO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RUBALD	POLICE OFFICER	THIRD DISTRICT	11/26/2004	361.00
RUIZ	POLICE OFFICER	TRAFFIC SECTION--DETAIL UNIT	5/14/2004	274.00
RZESUTKO	POLICE OFFICER	TWELFTH DISTRICT	9/12/2004	1332.19
SALCEDO	POLICE OFFICER	EIGHTH DISTRICT	8/08/1999	64.00
SALTJERAL	POLICE OFFICER	TWELFTH DISTRICT	8/03/2003	134.00
SANDUSKY	POLICE OFFICER	ELEVENTH DISTRICT	9/07/2004	37.00
SANTIAGO	POLICE OFFICER	THIRD DISTRICT	8/04/2004	64.00
SARLO	POLICE OFFICER	EIGHTEENTH DISTRICT	10/31/2004	223.00
SASSO	POLICE OFFICER	ELEVENTH DISTRICT	3/05/2003	140.00
SCHENATZKI	POLICE OFFICER	SIXTH DISTRICT	7/19/2000	111.00
SCHULZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/08/2004	33.00
SCOTT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/09/2004	190.40
SCOTT-CANNON	POLICE OFFICER	TWELFTH DISTRICT	8/03/2004	392.00
SEDEVIC	POLICE OFFICER	EIGHTH DISTRICT	7/05/2004	1394.60
SERAFINI	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	10/18/2004	442.09
SEVFERT	POLICE OFFICER	NINETEENTH DISTRICT	5/08/1991	102.00
SHERMAN	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/1991	140.00
SHIRAHANA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/20/2004	1627.50
SHULTZ	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	5/29/2004	3031.00
SIMONETTI	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	8/24/2004	1037.00
SINGLETON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/25/2004	944.30
SINKS	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	1323.00
SLATER	POLICE OFFICER	SEVENTH DISTRICT	10/05/2004	151.06
SMITH	POLICE OFFICER	UNKNOWN	10/05/2004	644.91
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/2004	473.28
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	10/21/2004	220.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	10/29/2004	197.00
SMITH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/2004	34.00
SMITH-HOLMES	POLICE OFFICER	FOURTH DISTRICT	6/12/2003	5933.89
SUNLEY	POLICE OFFICER	SECOND DISTRICT	8/25/2004	1633.00
SOPKJOTTIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/16/2004	1303.30
SOTO	POLICE OFFICER	TENTH DISTRICT	5/26/2004	104.00
SPALDING	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	8/20/2004	52.00
SPENCER	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/14/2004	31.00
STACHULA	POLICE OFFICER	RECRUIT TRAINING	1/14/1999	177.00
STANFIELD	POLICE OFFICER	ELEVENTH DISTRICT	3/24/1996	183.00
STEIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/2004	1252.00
STEWART	POLICE OFFICER	THIRD DISTRICT	4/03/2004	1471.40
BULLINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/07/2000	19.00
SUBA	POLICE OFFICER	SIXTEENTH DISTRICT	6/21/2004	53.00
SWALINA	POLICE OFFICER	FIFTH DISTRICT	6/04/2004	238.00
SWOBODA	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/2004	347.27
TANG	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/28/2004	313.46
TARARA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/13/2004	214.00
THILL	POLICE OFFICER	EIGHTH DISTRICT	12/28/1999	1207.00
THOMAS	POLICE OFFICER	PUBLIC HOUSING UNIT--NORTH	9/14/2004	82.00
THURMAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/30/2004	376.60
TINSMAN	POLICE OFFICER	SECOND DISTRICT	11/03/2004	32.00
TOLIVER	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	7/09/2004	352.00

1/11/2005

SPECIAL MEETING

40977

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TOUSSAS	CHARLES J	PUBLIC HOUSING UNIT-NORTH	2/26/2004	102.00
TREMORE	EDWIN E	EIGHTEENTH DISTRICT	9/24/2004	343.52
TURES	EDWARD R	FOURTH DISTRICT	3/06/1999	253.00
TURNER	KIMBERLY K	PUBLIC TRANSPORTATION SECTION	7/22/2004	137.40
TURNER	RUBY J	SIXTH DISTRICT	10/22/2003	257.00
UCZEN	MARK	SEVENTEENTH DISTRICT	5/29/2004	3885.10
URBANIAK	ANTHONY	TWENTY-SECOND DISTRICT	9/28/2004	225.73
VALERIO	CESAR	FOURTEENTH DISTRICT	8/03/2004	2462.16
VALERIO	MARDALENA	SIXTH DISTRICT	9/03/2004	20.00
VALIENT	BRIDGET	SEVENTH DISTRICT	3/25/1990	66.00
VANVEGTEN	ANDRE H	EIGHTH DISTRICT	1/08/1997	8774.16
VARGAS	ALEJANDRO	SEVENTEENTH DISTRICT	8/11/2004	1756.00
VELEZ	BENJAMIN	FIRST DISTRICT	4/06/2001	2420.00
VERGARA	FRANCISCA	TWENTY-FOURTH DISTRICT	10/30/2004	287.00
VITELLARO	MICHAEL A	SIXTEENTH DISTRICT	2/26/2004	1594.00
VOGEL	MARTIN A	TWENTY-FIFTH DISTRICT	11/06/2003	280.00
VOGENTHALER	MICHAEL W	THIRD DISTRICT	10/02/2004	640.00
WADE	MARCUS G	RECRUIT TRAINING	9/18/2004	1609.00
WAGNER	JOSEPH A	ELEVENTH DISTRICT	10/17/2004	187.00
WALCZEK	EDWARD	TENTH DISTRICT	4/08/1992	95.00
WALKER	CLAY T	FOURTEENTH DISTRICT	7/04/2001	7402.44
WALKER	MARY A	PUBLIC HOUSING UNIT-SOUTH	8/10/2004	30.00
WALSH	JOSEPH	EIGHTH DISTRICT	12/26/2003	109.20
WALSH	MICHAEL	EIGHTEENTH DISTRICT	11/02/2004	368.00
WALTON	LINDA	FIFTEENTH DISTRICT	4/28/2004	11.00
WANAT	KEITH B	TWENTY-FIRST DISTRICT	8/07/2004	306.83
WARNECKE	VIROINIA	ELEVENTH DISTRICT	11/11/2004	31.00
WARREN	DANIEL E	ELEVENTH DISTRICT	9/19/2004	804.89
WATKINS	KENNETH D	TWENTY-FIRST DISTRICT	8/26/2004	216.75
WATKINS	TAMALA	SEVENTH DISTRICT	7/07/2004	22.00
WEATHERS	REBECCA L	TWENTY-FIFTH DISTRICT	8/21/2004	132.00
WEATHERSBY-LEE	KAREN	FIFTH DISTRICT	10/23/2003	80.00
WHITE	PETER O	FIFTEENTH DISTRICT	11/19/2004	249.00
WILLIAMS	CHARLES	FOURTH DISTRICT	11/14/2004	173.00
WILLIAMS	SELLERS	FIFTEENTH DISTRICT	9/14/1997	213.74
WILSON	GRETTA	THIRTEENTH DISTRICT	5/21/2004	393.00
WINSTROM	ERIC W	PUBLIC HOUSING UNIT-NORTH	7/30/2004	477.00
WISZ	DONALD	SPECIAL OPERATIONS SECTION	8/23/2004	82.00
WITCZAK	CHRIS J	SPECIAL OPERATIONS SECTION	9/01/2004	163.31
WITCZAK	CHRIS J	FIRST DISTRICT	9/19/2004	86.44
WORD-BELK	PAMELA	EIGHTEENTH DISTRICT	3/06/2004	601.00
WRONSKI	BRUCE	TENTH DISTRICT	7/23/2004	1263.70
YANEZ	CARLOS	PUBLIC TRANSPORTATION SECTION	9/26/2004	1327.86
ZAMACONA	JENNIFER C	SEVENTEENTH DISTRICT	9/26/2004	393.40
ZAMORA	CARLOS A	ELEVENTH DISTRICT	9/01/2004	2087.78
ZELITZKY	ADAM	SEVENTH DISTRICT	7/26/2004	2204.75
ZYGONICZ	PETER	TRUCK 38	5/06/2004	1721.85
ALICEA	RAYMOND	EMERGENCY PREPAREDNESS DISASTE	12/17/2003	98.75
ALVARADO	ARTURO			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARENS	PARAMEDIC	ENGINE COMPANY 11	9/20/2004	3660.40
BEAUDOIN	PARAMEDIC	AMBULANCE 31	8/08/2004	29.00
BEZAZIAN	FIREFIGHTER	ENGINE COMPANY 78	8/09/2004	643.90
BIGNESS	FIREFIGHTER	TRUCK 31	8/08/2004	887.90
BOTTOER	FIREFIGHTER	ENGINE COMPANY 28	9/11/2001	213.00
COFFEY	FIREFIGHTER	ENGINE COMPANY 113	9/10/2004	593.00
CORDT	FIREFIGHTER	UNKNOWN	8/03/2003	1473.29
CURLEY	FIREFIGHTER	TRUCK 47	3/04/2004	169.00
DAVILA	FIREFIGHTER	AMBULANCE 44	8/10/2004	1010.30
DAVIS	ENGINEER	ENGINE COMPANY 26	3/23/2004	476.00
DOROCIAK	FIREFIGHTER	AMBULANCE 13	8/03/2004	622.32
DUBZAK	FIREFIGHTER	ENGINE COMPANY 68	8/21/2004	190.85
ENGEL	ENGINEER	DISTRICT RELIEF 1	3/04/2002	1608.00
EVENSON-MCKAY	FIREFIGHTER	ENGINE COMPANY 72	5/27/2004	231.00
FELLOWS	ENGINEER	ENGINE COMPANY 61	10/03/2000	220.00
FLANTIVE	FIREFIGHTER	SNORKEL SQUAD 3	2/10/2000	146.75
FOSTER	FIREFIGHTER	TRUCK 41	8/28/2004	411.60
FRANZEN	FIREFIGHTER	UNKNOWN	8/09/2004	826.00
GALLAPO	LIEUTENANT	ENGINE COMPANY 63	7/03/2004	173.00
GARCIA	PARAMEDIC	AMBULANCE 6	5/18/2003	1052.00
GARDLEY	FIREFIGHTER	ENGINE COMPANY 39	7/21/2004	2298.28
GIBBONS	PARAMEDIC	AMBULANCE 15	12/08/1991	6043.69
GONZALEZ	CAPTAIN	TRUCK 22	8/06/2004	1413.40
GRIFFIN	FIREFIGHTER	ENGINE COMPANY 4	8/07/2004	3891.30
GUINAZZO	FIREFIGHTER	DISTRICT RELIEF 6	10/24/2004	252.00
HANNON	FIREFIGHTER	TRUCK 2	5/10/2004	121.00
HEDLUND	FIREFIGHTER	AMBULANCE 29	7/03/2004	2893.92
HUGHES	PARAMEDIC	ENGINE COMPANY 110	8/09/2004	1231.61
HUMPHREY	FIREFIGHTER	ENGINE COMPANY 125	7/01/2004	2833.00
JACKSON	FIREFIGHTER	ENGINE COMPANY 28	8/30/2004	770.90
KINSELLA	FIREFIGHTER	DISTRICT RELIEF 1	12/03/2003	30.12
KUBER	PARAMEDIC	UNKNOWN	10/10/2001	331.00
LABONTE	FIREFIGHTER	AMBULANCE 13	7/19/2004	581.70
LAUBEN	FIREFIGHTER	ENGINE COMPANY 43	10/15/2004	657.90
LEVERENZ	PARAMEDIC	UNKNOWN	9/26/2003	562.16
LEVERENZ	FIREFIGHTER	SQUAD 3	1/01/2003	154.73
MAESTRE	FIREFIGHTER	UNKNOWN	1/21/2002	24266.73
MAHONEY	FIREFIGHTER	TRUCK 30	10/02/2003	547.13
MANN	FIREFIGHTER	TRUCK 30	10/03/2004	178.00
MARTINEZ	FIREFIGHTER	ENGINE COMPANY 118	3/16/2004	97.63
MCCARTY	FIREFIGHTER	TRUCK 44	10/14/2004	950.00
MCDOLLE	FIREFIGHTER	ENGINE COMPANY 129	8/21/2004	270.00
MCKENDRY	CAPTAIN	TRUCK 13	7/19/2003	27.00
MCKINNIS	FIREFIGHTER	BATTALION 3	5/14/2000	669.23
MICHI	FIREFIGHTER	AMBULANCE 36	9/20/2004	339.00
MILOTA	FIREFIGHTER	AMBULANCE 37	10/03/2004	780.00
	CAPTAIN	AMBULANCE 4	3/06/2004	163.60
	FIREFIGHTER	TRUCK 36	10/18/2004	40.95
	PARAMEDIC	AMBULANCE 10	11/23/2003	117.46

1/11/2005

SPECIAL MEETING

40979

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MINOQUE	PARAMEDIC	UNKNOWN	10/08/2002	807.36
MURPHY-COEN	FIREFIGHTER	AMBULANCE 23	9/28/2004	261.00
NOONAN	FIREFIGHTER	SQUAD 3	9/12/2004	3567.06
ODONNELL	FIREFIGHTER	SQUAD 2	6/12/1988	72.44
ORTIZ	PARAMEDIC	AMBULANCE 44	7/17/2004	361.37
ORTIZ	PARAMEDIC	AMBULANCE 44	8/01/2004	4007.85
ORZECHEWSKI	PARAMEDIC	UNKNOWN	7/20/2004	1903.48
OWENS	LIEUTENANT	ENGINE COMPANY 1/42	7/19/2004	564.22
PAGAN	FIREFIGHTER	ENGINE COMPANY 70	8/22/2004	911.00
PARKER	FIREFIGHTER	AMBULANCE 6	6/24/2004	601.63
PATRICELLI	PARAMEDIC	AMBULANCE 15	12/15/2002	10.49
PETERS	FIREFIGHTER	ENGINE COMPANY 106	9/26/2004	235.23
PRICE	FIREFIGHTER	ENGINE COMPANY 97	1/21/2004	183.00
PROCCACCIO	FIREFIGHTER	TRUCK 35	10/02/2003	952.00
PUSH	FIREFIGHTER	ENGINE COMPANY 101	11/15/2002	143.10
PULINS-OLENNON	LIEUTENANT	ENGINE COMPANY 75	8/27/2003	423.81
RADZIK	PARAMEDIC	UNKNOWN	8/06/2004	545.60
ROBINSON	FIREFIGHTER	UNKNOWN	6/25/2003	1153.42
ROGUS	FIREFIGHTER	UNKNOWN	7/27/2004	3317.42
RYAN	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	42281.99
SANDERSON	PARAMEDIC	ENGINE COMPANY 15	1/28/1999	103.00
SAVINO	FIREFIGHTER	TRUCK 48	8/21/2004	63.48
SCHONECKER	CAPTAIN	UNKNOWN	10/17/2003	1147.00
SCOTT	PARAMEDIC	ENGINE COMPANY 82	9/17/2004	546.23
SEEBAUER	FIREFIGHTER	UNKNOWN	1/06/2004	255.56
SEMERAU-MURBACH	FIREFIGHTER	UNKNOWN	4/04/2004	214.00
SOLAND	ENGINEER	ENGINE COMPANY 78	9/20/2004	994.80
SOPKO	ENGINEER	TRUCK 44	10/04/2001	3333.21
SOSTAK	FIREFIGHTER	TRUCK 44	4/02/2004	114.91
SPOBATO	FIREFIGHTER	TRUCK 38	3/14/2004	237.00
STRICKLER	FIREFIGHTER	SQUAD 1	4/10/1990	67.70
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 67	9/09/2002	135.00
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/1994	833.32
TAFF	FIREFIGHTER	TRUCK 30	6/27/2004	2682.56
TAYLOR	FIREFIGHTER	TRUCK 21	8/30/2004	413.00
ULRICH	FIREFIGHTER	ENGINE COMPANY 119	2/15/2004	134.00
WAGNER	ENGINEER	ENGINE COMPANY 55	7/06/2004	293.73
WALZ	CAPTAIN	SQUAD 3	4/28/2003	1743.91
WILSON	LIEUTENANT	ENGINE COMPANY 15	2/06/2004	591.00
YORK	PARAMEDIC	AMBULANCE 46	12/04/2003	480.00

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 40981
through 40983 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

(Continued on page 40984)

1/11/2005

SPECIAL MEETING

40981

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	NINETEENTH DISTRICT	7/07/2004	96.60
AFFANEH	POLICE OFFICER	EIGHTH DISTRICT	10/12/2004	6513.85
ALEXANDER-WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	6/23/2004	244.93
ALLEN	POLICE OFFICER	VICE CONTROL SECTION	9/30/2004	1069.41
ANDERSON-RUSSELL	POLICE OFFICER	THIRD DISTRICT	4/06/2003	877.00
ARTIOA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/2004	799.00
AUSTIN	POLICE OFFICER	TENTH DISTRICT	7/01/2004	163.00
BADIE	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	9/09/2004	191.30
BAGAI	POLICE OFFICER	FIFTH DISTRICT	8/30/2004	2096.11
BAR	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/2004	2661.38
BAUMGARTNER	POLICE OFFICER	NINTH DISTRICT	10/03/2004	141.20
BOLTON	POLICE OFFICER	FIFTH DISTRICT	10/08/2004	363.58
BORSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/03/2004	31.00
BRANDAU	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	803.00
BRUMLEY	POLICE OFFICER	FOURTH DISTRICT	8/13/2002	24553.29
BURGESS	POLICE OFFICER	TENTH DISTRICT	6/01/2004	1603.00
CANACHO	POLICE OFFICER	NARCOTICS SECTION	1/19/2001	131.00
CARLSON-COLAS	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	6/09/2002	4431.52
CIANGI	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/1996	73.00
CLEARY	POLICE OFFICER	SEVENTH DISTRICT	10/29/2004	22.00
CONNELLY	POLICE OFFICER	FOURTH DISTRICT	10/13/2004	292.00
CORDOVA	POLICE OFFICER	EIGHTH DISTRICT	6/23/2004	1063.16
CORIELL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/07/2004	93.00
CRAIG	POLICE OFFICER	ELEVENTH DISTRICT	1/07/2004	1942.80
CRANE	POLICE OFFICER	SIXTEENTH DISTRICT	3/30/2003	3933.90
CROSS	POLICE OFFICER	FIFTH DISTRICT	7/03/2004	1841.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/1987	816.35
CUNNINGHAM	POLICE OFFICER	RECRUIT TRAINING	11/17/2004	93.00
DALCASON	POLICE OFFICER	ELEVENTH DISTRICT	8/08/2004	2253.23
DECOLIGNY	POLICE OFFICER	NINETEENTH DISTRICT	8/21/2004	1413.00
DORRICH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/13/2004	512.00
DOTSON	POLICE OFFICER	FIFTH DISTRICT	10/08/2004	560.41
DUERSON-CARTER	POLICE OFFICER	THIRD DISTRICT	10/11/2003	249.00
DURHAM	POLICE OFFICER	TWELFTH DISTRICT	7/23/2003	461.00
EDWARDS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/2004	362.00
FEENEY	POLICE OFFICER	UNKNOWN	10/02/2004	264.67
FUDA	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	1831.37
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/11/2004	1660.25
GARZA	POLICE OFFICER	THIRD DISTRICT	10/06/2004	252.32
GATHINGS	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/03/2004	511.47
GRANATO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2004	1129.10
GREEN	POLICE OFFICER	SEVENTH DISTRICT	8/11/2004	128.00
GUICE	POLICE OFFICER	PAROLE DIVISION-ADMINISTRATION	6/23/2004	101.00
HABIAK	POLICE OFFICER	THIRD DISTRICT	10/06/2004	384.30
HALL	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/03/2003	100.00
HALLMAN-NAPOLITANO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/21/2004	392.35
HARDY-MCELROY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/03/2004	836.22
HARRIS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	4/21/2000	93.00
HARRISON	POLICE OFFICER	THIRD DISTRICT	9/10/2004	77.70

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2003

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
HANTHORNE	POLICE OFFICER	EIGHTH DISTRICT	8/21/2004	244.52
HENDRICKS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	1267.00
HERRERA	POLICE OFFICER	FOURTH DISTRICT	11/01/2004	476.00
HERRERA	POLICE OFFICER	SIXTEENTH DISTRICT	11/10/2004	287.00
HILLIARD	POLICE OFFICER	RECRUIT TRAINING	9/04/2004	67.00
HORAN	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/2004	767.75
HOWARD JR	POLICE OFFICER	FIFTH DISTRICT	9/06/2004	107.70
JENKINS	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	1467.70
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	10/11/2004	5522.96
JONES	POLICE OFFICER	UNKNOWN	2/21/2004	780.00
KATALINIC	POLICE OFFICER	FOURTH DISTRICT	9/02/2004	749.00
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	98.75
KITOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	2819.73
KRAMB	POLICE OFFICER	NINETEENTH DISTRICT	9/23/2004	397.07
KROB	POLICE OFFICER	SEVENTH DISTRICT	9/07/2004	993.23
KRUPA	POLICE OFFICER	EIGHTEENTH DISTRICT	9/22/2004	204.00
LEWIS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/28/2004	986.73
LOCULLO	POLICE OFFICER	SEVENTH DISTRICT	10/02/2004	220.28
MACKAY	POLICE OFFICER	RECRUIT TRAINING	9/16/1999	164.22
MAINES	POLICE OFFICER	FOURTEENTH DISTRICT	8/14/2004	9923.19
MARAFFINO	POLICE OFFICER	TENTH DISTRICT	9/08/2004	837.52
MARTIN	POLICE OFFICER	SIXTH DISTRICT	10/09/2003	609.00
MARTINEZ	POLICE OFFICER	EIGHTH DISTRICT	8/25/2004	1610.00
MARTINEZ	POLICE OFFICER	THIRTEENTH DISTRICT	11/14/2001	374.00
MATTHEWS	POLICE OFFICER	FOURTH DISTRICT	9/15/2004	236.00
MECHAN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/07/2004	1472.00
MITCHUM	POLICE OFFICER	NINTH DISTRICT	8/04/2004	872.00
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/15/2002	1130.00
MULLIGAN	POLICE OFFICER	SECOND DISTRICT	11/06/2004	167.50
MURLASITS-BEYER	POLICE OFFICER	ELEVENTH DISTRICT	8/27/2004	82.00
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	8/08/2004	100.50
MURRAY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/02/2004	700.00
O'CONNELL	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	10/01/2004	304.87
ODUNGI	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	646.58
GUTTEN	POLICE OFFICER	SIXTH DISTRICT	10/11/2004	7041.03
OVERTON	POLICE OFFICER	SEVENTH DISTRICT	10/03/2004	735.29
PALIKIJ	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	54286.35
PARKER	POLICE OFFICER	NINETEENTH DISTRICT	9/23/2004	323.97
PATRICK	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	4/29/2003	294.00
PETRANCOSTA	POLICE OFFICER	EIGHTH DISTRICT	9/01/2004	253.26
POLAK	POLICE OFFICER	SEVENTH DISTRICT	10/02/2004	394.80
POULOS	POLICE OFFICER	RECRUIT TRAINING	10/12/2004	4987.47
PRICE	POLICE OFFICER	RECRUIT TRAINING	3/07/2002	433.20
PRICE	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/05/2003	865.00
RICE	POLICE OFFICER	FIRST DISTRICT	6/11/2004	268.00
RICHARDSON	POLICE OFFICER	SEVENTH DISTRICT	10/21/2002	25.00
RIZZO	POLICE OFFICER	TWELFTH DISTRICT	4/08/2001	77.58
ROBERTS	POLICE OFFICER	NINETEENTH DISTRICT	5/30/2004	1860.00
ROBERTS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/22/2004	1363.94

1/11/2005

SPECIAL MEETING

40983

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ	JUAN	THIRTEENTH DISTRICT	8/11/2003	256.77
RUBINO	MICHELLE A	SEVENTH DISTRICT	10/10/2004	576.00
SANTIAGO-GARCIA	CHRISTINE M	SEVENTEENTH DISTRICT	6/23/2004	3093.75
BAUCEDO	DAVID	TWENTY-SECOND DISTRICT	7/28/2004	603.90
SHAMAH	MAHMOUD	TWENTY-SECOND DISTRICT	8/23/2004	1076.00
SHAD	BRENDA J	SIXTH DISTRICT	1/12/2004	1097.39
SHOCKLEY	LORENZO	PUBLIC HOUSING UNIT-SOUTH	9/22/2004	517.60
SIERRA	GILDARDO	SEVENTH DISTRICT	9/22/2004	408.80
STADLER	ROSEMARY	SIXTEENTH DISTRICT	7/11/2004	510.00
STEPHENS	JONATHAN D	PUBLIC HOUSING UNIT-SOUTH	9/22/2004	1153.60
STOKES	SELINA B	RECRUIT TRAINING	8/20/1999	352.52
SUCHOCKI	CARL M	SPECIAL OPERATIONS SECTION	9/22/2004	1347.20
SULLIVAN	ANNE	TWENTY-THIRD DISTRICT	8/22/2004	823.25
TELLEZ	KAREN	SIXTEENTH DISTRICT	8/18/2004	443.56
TURNER	VERNAL	EIGHTEENTH DISTRICT	8/29/2004	276.00
VALACHOVIC	JOHN R	THIRD DISTRICT	7/29/1999	576.24
VALADEZ	BRENDA	FOURTH DISTRICT	9/13/2004	732.60
WALAND	MICHAEL C	EIGHTH DISTRICT	9/04/2004	198.00
WHELAN	SEAN	FOURTH DISTRICT	9/02/2004	112.00
WILLIAMS	TEDDY	DETECTIVE DIVISION - AREA 1	10/09/2004	956.41
WILSON	SCOTT D	SIXTEENTH DISTRICT	8/18/2004	908.00
WUJCIK	DARLENE	FIFTH DISTRICT	8/14/2004	521.60
YOUNG	DANIEL	TWENTY-FIFTH DISTRICT	8/23/2004	404.40
ZOOK	JOHN S	FOURTEENTH DISTRICT	10/20/2004	200.00
HUGHES	JAMES	TRUCK 18	10/08/2004	601.20
KATSB	STEVE A	AMBULANCE 10	9/14/2004	552.00
MARTUS	DENNIS V	UNKNOWN	10/16/2004	277.00
MCPARTLAND	HUGH J	ENGINE COMPANY 59	4/19/2004	705.25
STATEN	CLARK	EMS CITY WIDE RELIEF	2/16/1994	68.49

(Continued from page 40980)

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

1/11/2005

SPECIAL MEETING

40985

Personal Injury.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kathleen Johnston 17230 Shetland Drive Tinley Park, Illinois 60477	3/14/04 11458 South Western Avenue	\$1,401.50

Property Damage.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Marie Andrade 1338 128 th Street Lemont, Illinois 60439	3/21/04 500 South Clinton Street	\$450.00
Nella Robinson 706 East 92 nd Street Chicago, Illinois 60619	6/30/04 706 East 92 nd Street	675.00

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Evaristo Camargo 1818 West Sunnyside Avenue Chicago, Illinois 60640	10/22/03 West Sunnyside Avenue and North Ravenswood Avenue	\$700.00

40986

JOURNAL--CITY COUNCIL--CHICAGO

1/11/2005

Name And Address	Date And Location	Amount
Maria Carlin 4155 West 57 th Place Chicago, Illinois 60629	4/3/03 5600 South Keeler Avenue	\$ 803.00
Antonio Cortez 3013 North Christiana Avenue Chicago, Illinois 60618	3/23/04 2010 West Foster Avenue	451.00
Stephan Cossette P.O. Box 408881 Chicago, Illinois 60640	10/22/03 4441 North Beacon Street	364.00
Jeffrey J. Lofstrom 1006 North Wood Street Unit 2 Chicago, Illinois 60622	4/13/04 2010 West Wabansia Avenue	1,499.00
Hector Perez 2528 West Augusta Boulevard Chicago, Illinois 60627	11/18/03 3220 West Thomas Street	615.00

Property Damage.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Roy James Crump 4606 West Grace Street Chicago, Illinois 60641	7/1/04 4606 West Grace Street (alley)	\$550.00

1/11/2005

SPECIAL MEETING

40987

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Leroy Bridgeforth 8307 South Peoria Street Chicago, Illinois 60620	7/6/04 7700 South Emerald Avenue	\$538.00
Sara E. Brummer 1725 West 17 th Street Chicago, Illinois 60608	12/17/03 1600 North Lake Shore Drive	177.00
Lamont Bunch 9312 South Cornell Avenue Chicago, Illinois 60617	5/31/04 9340 South Stony Island Avenue	388.00
James Butler 2138 West Schiller Street Chicago, Illinois 60622	5/12/04 West Belmont Avenue and North Ravenswood Avenue	472.00
Christine Carter 14362 Dauos Drive Truckee, California, 96161	2/23/04 West Division Street and North Larabee Street	76.00
Latonya L. Clemons 746 North Menard Avenue Chicago, Illinois 60644	6/4/02 4300 North Drake Avenue	216.00
Richard S. Cohan 6157 North Sheridan Road Unit 12N Chicago, Illinois 60660	11/28/03 4700 North Lake Shore Drive	75.00
Richard Connors 9152 South Claremont Avenue Chicago, Illinois 60620	6/13/04 2100 West 79 th Street	225.00

Name And Address	Date And Location	Amount
Larry Lee Davis 5941 South Michigan Avenue Chicago, Illinois 60637	5/19/04 1538 East 47 th Street	\$ 46.00 250.00*
James Deutelbaum 5825 South Dorchester Avenue Chicago, Illinois 60637	5/20/04 East 47 th Street and South Lake Park Avenue (under IC viaduct)	85.00
Carrie Godbold 554 North Long Avenue Chicago, Illinois 60644	6/30/04 4532 West Jackson Boulevard	312.00
Kimberly Honey 6108 South Park Shore East Court Chicago, Illinois 60637	5/28/04 9500 South Cottage Grove Avenue	13.50
Joann Hoskin 8211 South Peoria Street Chicago, Illinois 60620	7/6/04 7758 South Emerald Avenue	170.00
Patricia L. Hughes 14821 South Maplewood Harvey, Illinois 60426	7/1/04 544 West Harrison Street	55.00
David Jonathan Kanter 2019 North Leavitt Street Apartment 2 Chicago, Illinois 60647	5/28/04 North Broadway and West Caltalpa Avenue	228.00
Fremont Kerr 6953 South Washtenaw Avenue Chicago, Illinois 60629	6/15/04 6953 South Washtenaw Avenue	1,169.00

* To City of Chicago, Bureau of Parking

1/11/2005

SPECIAL MEETING

40989

Name And Address	Date And Location	Amount
Mohammad Khan 2753 West Morse Avenue Chicago, Illinois 60645	5/14/04 600 North Michigan Avenue	\$ 65.00
Robert Lien 1843 West Henderson Street Chicago, Illinois 60657	7/22/04 3300 North Ravenswood Avenue	300.00
Edward Lomax 900 West Argyle Street Unit 703 Chicago, Illinois 60640	3/18/04 4950 North Margate Terrace	132.00
Andrea Martin 3708 Morton Brookfield, Illinois 60513	7/22/04 North Ashland Avenue and West Wabansia Avenue	79.00
Regina Kay McCaskill 8101 South Artesian Avenue Chicago, Illinois 60652	6/7/04 2100 West 79 th Street	96.00
Doncella McWilliams-Houston 12327 South Throop Calumet Park, Illinois 60827	5/21/04 7900 South Stony Island Avenue	163.00
Linda F. Morgan 8520 South Chappel Avenue Chicago, Illinois 60617	5/14/04 9500 South Cottage Grove Avenue	97.00
Denise Newson 2824 West 85 th Place Chicago, Illinois 60652	6/2/04 2543 West 82 nd Street	902.00 200.00*

* To City of Chicago, Bureau of Parking

40990

JOURNAL--CITY COUNCIL--CHICAGO

1/11/2005

Name And Address	Date And Location	Amount
Donna Owens 8462 Meadows Edge Trail Tinley Park, Illinois 60477	5/1/04 6140 South California Avenue	\$ 59.00
Jennifer L. Phelan 10767 South Pulaski Road Unit 10 Chicago, Illinois 60655	7/5/04 2801 West 111 th Street	94.00
Paul Salamucha 246 Tioga Avenue Bensenville, Illinois 60106	2/9/04 6829 West 63 rd Street	440.00
Leonard Sampson 4710 South Greenwood Avenue Chicago, Illinois 60613	5/21/04 845 North Cleveland Avenue	273.00
Mary J. Shinkunas 7015 West Diversey Avenue Chicago, Illinois 60707	8/1/04 4125 North Melvina Avenue	71.00
Jeanne Sparrow 2021 North Kedzie Avenue Unit 5F Chicago, Illinois 60647	2/19/04 29 East Kinzie Street	129.00
Lucille Turpin 10832 South Normal Avenue Chicago, Illinois 60628	6/3/04 11500 South Justine Street	393.00
Frank Viverito 4125 North Keystone Avenue Chicago, Illinois 60623	11/30/03 4125 North Kedvale Avenue	288.00

1/11/2005

SPECIAL MEETING

40991

Name And Address	Date And Location	Amount
Bernice Woodard 7041 South Merrill Avenue Unit 302 Chicago, Illinois 60649	3/15/04 8600 South Western Avenue	\$470.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Dorothy Nevels and American Family Insurance, in care of Lenard Newman 134 North LaSalle Street Chicago, Illinois 60602	7/21/03 11029 South Wallace Street	\$1,127.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Myla D. Robinson 1233 Rushmoore Road DeKalb, Illinois 60115	3/11/04 310 South Wabash Avenue	\$1,517.00

40992

JOURNAL--CITY COUNCIL--CHICAGO

1/11/2005

Name And Address	Date And Location	Amount
David Scholle 1253 2 nd Street LaSalle, Illinois 61301	6/26/04 During towing	\$782.00 150.00*
Gene Sibley 6800 South Normal Avenue Unit 204 Chicago, Illinois 60621	4/1/04 During relocation	260.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Nephtali Fuentes 5708 South Rockwell Street Chicago, Illinois 60629	4/27/04 5708 South Rockwell Street (alley)	\$ 150.00
Juanita Thomas 723 West 111 th Street Unit 3A Chicago, Illinois 60628	4/7/04 1744 West Pryor Avenue	1,358.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

* To City of Chicago, Bureau of Parking

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on page
40999 of the Journal.]

REPORT DATE : 1/09/2005
 REPORT TIME : 10:43:43
 PROGRAM : RRR272

C I T Y O F C H I C A G O
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 1/11/2005

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
BIRCHTREE MANOR CONDOMINIUM	18	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
CARL SANDBURG VILLAGE #2	567	SEMI-ANNUAL 2001	18,238.69	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO. 1	567	SEMI-ANNUAL 2001	14,554.00	BURTON F. NATARUS	42
CLIFTON ROW CONDO. ASSN.	26	SEMI-ANNUAL 2001	875.13	THOMAS TUNNEY	44
DEARBORN TERRACE CONDO. ASSN.	16	ANNUAL 2000	1,200.00	BURTON F. NATARUS	42
FRY STREET CONDO ASSOC.	18	ANNUAL 1999	1,040.00	WALTER BURNETT JR.	27
HIGGINS COURT CONDO'S	14	SEMI-ANNUAL 2001	509.70	PATRICK J. LEVAR	45
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL 2001	8,070.18	BURTON F. NATARUS	42
PARK PLACE CONDO. ASSN.	6	ANNUAL 2000	450.00	MARY ANN SMITH	43
PRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL 2001	300.00	TONI PRECKWINKLE	04
THE CARLYLE APTS. HOMEOWNERS	130	SEMI-ANNUAL 2001	3,240.00	BURTON F. NATARUS	42
TOWNHOMES OF LEHMANN COURT	19	SEMI-ANNUAL 2001	712.50	VI DALEY	43
WOODLAWN PLAISANCE CONDO ASSN	6	ANNUAL 2000	450.00	ARENDA TROUTMAN	20
1400 W. BELLE PLAIN CONDO ASSOC	6	ANNUAL 2000	450.00	EUGENE C. SCHULTER	40
1616 W. BALMORAL CONDO. ASSN.	6	ANNUAL 2000	450.00	PATRICK J. O'CONNOR	43
1651 N. DAYTON HOMEOWNERS	16	ANNUAL 2000	1,200.00	VI DALEY	43
18TH STREETS LOFTS CONDOS	53	ANNUAL 2000	3,975.00	MADELINE HAITHCOCK	02
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL 2001	9,150.00	VI DALEY	43
2043 N. MOHAWK CONDO. ASSOC.	6	ANNUAL 2001	450.00	VI DALEY	43
2626 LAKEVIEW CONDO ASSOC	491	SEMI-ANNUAL 2001	8,892.00	THOMAS TUNNEY	43
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL 2001	10,798.93	BURTON F. NATARUS	44
680 SOUTH RESIDENCE CONDO	120	SEMI-ANNUAL 2001	4,500.00	BURTON F. NATARUS	42
680 TOWER RESIDENCE CONDO	131	SEMI-ANNUAL 2001	4,712.50	BURTON F. NATARUS	42

Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on November 5, 2003 and on subsequent dates, sundry claims as follows:

Cahill, Gabriel and GEICO Insurance

Curry, Carl

Dubin, Barbara

Feng, Geng

Gaudencia, Rebolledo and Unique Insurance

Holiday

Jefferson, Earl and Allstate Insurance

Lynch, James and Progressive Insurance Company

Monnier, Gary

Mulla, Julian

Natale, Dennis and American Family Insurance

Nelson, Rosalind

Reitz, Douglas and State Farm Insurance

Schaeter, Marc

Starmach, Wladyslaw

Toledo, Rigoberto

Valencia, Noe

Veras, Teresa and State Farm Insurance Company

5350 South Shore Drive Homeowners Association,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
NOVEMBER, 2004.

The Committee on Finance submitted the following report:

1/11/2005

SPECIAL MEETING

40997

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases were settled during the month of November, 2004, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR APPROVAL OF TRANSFER OF OWNERSHIP
OF ATA ASSETS AT MIDWAY INTERNATIONAL
AIRPORT TO SOUTHWEST AIRLINES CO.

The Committee on Aviation submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on December 15, 2004) at the request of the Commissioner of Aviation, an ordinance authorizing approval of the transfer of ownership of ATA assets at Midway International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Beavers, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago Midway International Airport ("Midway"); and

WHEREAS, American Trans Air, Inc., an Indiana corporation ("ATA"), and the City entered into a Chicago Midway Airport Amended and Restated Airport Use Agreement and Facilities Lease as of January 1, 1997 ("ATA Use Agreement"); and

WHEREAS, On October 26, 2004, ATA Holdings Corp. and certain of its subsidiaries, including ATA (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Bankruptcy Court"), commencing the Chapter 11 cases of the Debtors (the "Bankruptcy Cases"); and

WHEREAS, On November 18, 2004, the Bankruptcy Court issued an order establishing procedures ("Bid Procedures") for approval of one or more transactions with regard to some or all of the assets, operations or businesses of the Debtors; and the Debtors presented to the Bankruptcy Court an Asset Acquisition Agreement dated November 16, 2004, among AirTran Airways, Inc. ("AirTran"), as purchaser and assignee, and ATA Holdings Corp. and ATA, as sellers (the "AirTran Acquisition Agreement"); and the AirTran Acquisition Agreement provides for the purchase and acquisition by AirTran of, among certain other assets of ATA, ATA's rights under the ATA Use Agreement, including ATA's rights to its Leased Premises (as defined in the ATA Use Agreement) under the ATA Use Agreement; and Exhibit C to the AirTran Acquisition Agreement (and Exhibit A to this ordinance) contains terms (the "AirTran Assignment Terms") applicable to the assignment of the ATA Use Agreement to AirTran pursuant to the AirTran Acquisition Agreement; and

WHEREAS, The Bid Procedures, which set forth the process whereby potential bidders submitted bids for all or any substantial portion of the Debtors' assets, provide that if and to the extent that any bid for ATA assets contemplates the assignment, sublease or transfer of the ATA Use Agreement or any of the Debtors' rights thereunder, such bid should state the intention of the bidder to fully cooperate with the Debtors in seeking the prior written consent of the City to such assignment, sublease or transfer; and the Bid Procedures further inform potential bidders that the City requires as a condition to the City's consent to a proposed transaction involving the assignment, sublease or transfer of the ATA Use Agreement or any of the Debtors' rights thereunder, that each bidder must submit to the City the proposal ("Bid Proposal"); and any transfer of assets of the Debtors, including any assignment, sublease or transfer of the ATA Use Agreement or any of the Debtor's rights thereunder, is subject to the approval of the Bankruptcy Court; and

WHEREAS, The Bid Procedures provided that the Debtors would conduct an auction with respect to the assets of the Debtors in accordance with the Bid Procedures, and it is expected that the Bankruptcy Court will rule on the disposition of the Debtors' assets, including, but not limited to, ATA's rights under the ATA Use Agreement (the "Bankruptcy Court Approval"); and

WHEREAS, Southwest Airlines Co. ("Southwest") submitted a Bid Proposal for assets of the Debtors by the December 10, 2004 bid deadline and the Southwest bid has been deemed by the Debtors to be the highest and best bid received for assets of the Debtors; and

WHEREAS, The Southwest Bid Proposal contemplates, among other things, the assignment of six (6) of ATA's preferential use gates under the ATA Use Agreement and an assignment of the Hangar Lease (as defined below); and

WHEREAS, The Debtors have requested the Bankruptcy Court to approve Southwest as the successful bidder with respect to assets of the Debtors and the Bankruptcy Court is expected to confirm Southwest as the successful bidder; and

WHEREAS, Section 403(a) of the ATA Use Agreement prohibits any assignment, sublease, transfer, conveyance, sale, mortgage, pledge or encumbrance (any of the foregoing events being referred to as a "Transfer") by ATA of its Leased Premises or assigned aircraft parking positions or any part thereof, or any rights of ATA under the ATA Use Agreement without the prior written consent of the City and further provides that the consent of this City Council on behalf of the City shall be required for any Transfer of (i) all of ATA's Leased Premises under the ATA Use Agreement, (ii) all rights of ATA under the ATA Use Agreement or (iii) all of ATA's interest in the ATA Use Agreement (collectively, a "Transfer of the Whole") and that the consent of the Commissioner of Aviation (the "Commissioner") shall be required for any other Transfer ("Partial Transfer"); and

WHEREAS, It is desirable for this City Council to approve any proposed Transfer of the Whole which complies with the provisions of this ordinance prior to the anticipated date of the Bankruptcy Court Approval, and this City Council desires to authorize the Commissioner to approve a Transfer of the Whole or one or more Partial Transfers contemplating changes to the ATA Use Agreement and other agreements between the City and ATA or its subsidiaries ("Other Agreements") in accordance with the provisions of this ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council.

SECTION 2. The Commissioner is hereby authorized (i) to consent on behalf of the City to a Transfer of the Whole or to a Partial Transfer (to the extent inconsistent with the Midway Use Agreement as defined below) to any party pursuant to a successful Bid Proposal in accordance with the Terms of Assignment contained in Exhibit A to this ordinance which is incorporated in this ordinance by this reference, in accordance with such other terms, which the Commissioner determines to be in the best interest of the City in consultation with the Corporation Counsel, taking

into consideration relevant factors including, but not limited to, (a) the impact of the Bid Proposal upon the City's ability to comply with its grant assurances and federal obligations related to Midway, (b) the impact of the Bid Proposal upon the Competition Plan for Midway, (c) compliance of the Bid Proposal with the terms of the Chicago Midway Airport Amended and Restated Airport Use Agreement and Facilities Lease, as originally approved by this City Council by ordinance (the "Midway Use Agreement"), except as otherwise provided in Exhibit A to this ordinance, and (d) the impact upon the City's ability to comply with other federal, state or local obligations or underlying policies; (ii) to negotiate and execute an amendment or effect changes to the ATA Use Agreement and to Other Agreements as necessary or desirable to implement the terms of any Bid Proposal for a Transfer of the Whole or for any Partial Transfer to which the Commissioner consents on behalf of the City; and (iii) to consent on behalf of the City to any assignment by ATA of any or all of its rights and obligations under the Lease of Hangar Facilities at Midway Airport dated as of September 1, 1995 between the City, as lessor, and American Trans Air, Inc., as lessee (the "Hangar Agreement"), to any signatory airline (including Southwest or AirTran) under the Midway Use Agreement.

SECTION 3. The Commissioner and other City officials are further authorized to execute such other documents and to take such other actions as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Terms Of Assignment.

ATA will assign all (or certain) right, title and interest under the ATA Use Agreement to the transferee ("Transferee"). To the extent of such assignment:

1. The Transferee may assume all or certain portions of the ATA Use Agreement, free and clear of all claims and liabilities of, and obligations to, the City or third persons arising thereunder with respect to any period prior to the consummation of the assignment.
2. The Debtors will cure all amounts, if any, due and owing to the City under the ATA Use Agreement. Debtors are not assigning to the Transferee and

the Debtors shall retain their rights to repayment from the City of all amounts of rent and other charges and fees (including landing fees, terminal rents, ramp fees, FIS fees, equipment fees and fueling fees) for which payment in excess of amounts actually owed were made by the Debtors at any time prior to the effective date of the assignment and the right to the return of any letter of credit, bond or other security and release of any claims thereunder to the extent not applied by the City to outstanding and unpaid obligations of the Debtors to the City.

3. The Transferee will post a deposit or letter of credit with the City to secure the Transferee's rental obligations under the ATA Use Agreement in the amount as is required by the ATA Use Agreement.
4. The City and the Transferee may:
 - (a) Amend the parties signatory to the ATA Use Agreement and its notice provisions and delete all references to the Hangar Agreement from the ATA Use Agreement.
 - (b) Amend Section 5.06 of the ATA Use Agreement to establish new Daily Average Utilization requirements ("DUR") for the gates assigned to Transferee of (A), (i) seven hundred (700) scheduled departing seats per day per gate during the period December 24, 2004 to and including June 30, 2005, (ii) eight hundred (800) scheduled departing seats per day per gate during the period July 1, 2005 to and including December 31, 2005, and (iii) one thousand (1,000) scheduled departing seats per day per gate for all periods thereafter during the term of the ATA Use Agreement or (B) one thousand (1,000) scheduled departing seats per day per gate by June 1, 2006.
5. The City may enter into a new right of entry agreement with a Transferee upon the consummation of the assignment (the "New Right of Entry Agreement") upon the same terms and conditions as that certain Right of Entry Agreement dated as of November 1, 2003 between the City and ATA (the "Right of Entry Agreement") except (i) the term thereof will be through December 23, 2005, (ii) the references therein to the Hangar (5130 West 63rd Street) (the "Hangar"), (including without limitation from the definition of Property in Exhibit E) will not be included, (iii) the obligations (including under Exhibit C) which relate to insurance requirements for the Hangar will not be included; (iv) the amount of the security deposit due from the Transferee under the Right of Entry Agreement in light of the retention of the Hangar by ATA will be recalculated; and (v) there will not be included any claims, obligations or indebtedness relating to the Property (as

currently defined under the right of Obligations or indebtedness relating to the Property (as currently defined under the Right of Entry Agreement), for any periods prior to the consummation of the assignment and as to the Hangar for all periods on, before and after the consummation of the assignment.

6. Concurrent with a Transfer of the Whole to the Transferee, the Transferee shall pay in full to the City the outstanding balance of the unsecured loans made to fund the jetway extension at Midway (the "Outstanding Jetway Loans"). Concurrent with a Partial Transfer, the Transferee shall provide a payment guarantee and post a letter of credit securing payment obligations under the Outstanding Jetway Loans.
7. The City may agree that any default, cross default, breach or event of default now existing or hereafter occurring under any agreement between or among the City, ATA Holdings Corp. and/or ATA and/or any of their subsidiaries, which would constitute or result in a default, cross-default, breach or event of default under the ATA Use Agreement or the New Right of Entry Agreement shall not constitute a default, cross-default, breach or event of default under the ATA Use Agreement, the Hangar Agreement or the new Right of Entry Agreement and shall not affect in any manner the Transferee's rights or obligations under the ATA Use Agreement, the New Right of Entry Agreement or the Hangar Agreement.

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
RESOURCE MANAGEMENT-CHICAGO RIDGE, L.L.C.
FOR IMPLEMENTATION OF PILOT PROGRAM TO
PROCESS AND SELL RECYCLABLE MATERIALS.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having held a meeting on January 10, 2005 and having had under consideration one ordinance introduced by Mayor Richard M. Daley authorizing the City of Chicago to enter into an agreement with Resource Management Companies, a recycling facility in Chicago Ridge, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of members of the Committee.

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

On motion of Alderman Rugai, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City desires to implement a community benefit pilot program in 19th Ward to use City refuse trucks to collect recyclable materials separately from other municipal solid waste ("Pilot Program"); and

WHEREAS, Resource Management-Chicago Ridge, L.L.C., a Delaware limited liability company ("Resource Management"), processes recyclables for resale; and

WHEREAS, Resource Management is located closer to the 19th Ward than any other materials recycling facility and has proposed to share the proceeds of resale of City recyclables collected in the Pilot Program with the City, thereby saving the City transportation costs and increasing City revenues; and

WHEREAS, The City desires to enter into an agreement with Resource Management to process and sell City recyclables collected in the Pilot Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Streets and Sanitation ("Commissioner") and the Chief Procurement Officer are hereby authorized to negotiate and execute an agreement with Resource Management to implement the Pilot Program, substantially complying with the terms set forth in Exhibit A.

SECTION 3. City officials are further authorized to take such actions and to execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance will be in full force and effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Term: Twelve (12) months, but may be extended for up to an additional twelve (12) months by the City and is subject to early termination.

- Fee: Resource Management will pay the City one hundred percent (100%) of the proceeds from the sale of City recyclables, net of a processing fee of Fifty-nine and 75/100 Dollars (\$59.75) per ton of materials delivered by the City to Resource Management.
- Service Area: 19th Ward or portions thereof. During the term, the City may expand the Pilot Program to other wards or portions thereof.

COMMITTEE ON HEALTH.

CITY COUNCIL COMMITTEE ON HEALTH DIRECTED TO CONDUCT
PUBLIC HEARINGS CONCERNING DISABILITY BENEFITS
PROVIDED TO ILLINOIS VETERANS.

The Committee on Health submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, December 21, 2004 at 9:00 A.M. in the City Council Chambers to hear a resolution introduced by Alderman James C. Balcer, Alderman Ed H. Smith and others. The resolution called for public hearings on the disparity of healthcare benefits for disabled Illinois veterans.

The measure was passed.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, All Americans owe a debt of gratitude to the brave men and women who have honorably served in our nation's armed forces; and

WHEREAS, Among our ways of acknowledging and honoring this debt is by supporting our veterans and providing them with the benefits they need to resume their lives after they return home; and

WHEREAS, The mission of the United States Department of Veterans Affairs, "to care for him who shall have borne the battle and for his widow and his orphan", was coined by Illinois' own President Abraham Lincoln; and

WHEREAS, Despite this, disabled veterans in Illinois face a tougher battle to win disability benefits than those who live elsewhere; and

WHEREAS, Illinois veterans each receive thousands of dollars a year less in disability pay, on average, than veterans from other states and United States territories; and

WHEREAS, In addition, only six percent of Illinois veterans receive disability benefits, while nationally, ten percent of veterans receive such benefits; and

WHEREAS, Reports show that this disparity in benefits is due to staffers in Chicago who have consistently interpreted federal disability rules more narrowly than those elsewhere; and

WHEREAS, Illinois veterans also often face significant delays in the receipt of their benefits, and these delays will increase as wounded veterans return from Iraq and Afghanistan and seek disability benefits from the Department of Veterans Affairs; and

WHEREAS, It is imperative that when our servicemen and women return home to Illinois, they receive the same benefits as veterans in other states, and are not subjected to lengthy delays; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled eleventh day of January, 2005, do hereby direct the City Council Committee on Health to conduct one or more hearings concerning the benefits provided to disabled veterans in Illinois; and

Be It Further Resolved, That at the hearing, appropriate persons will be invited to discuss and answer questions concerning those issues; and

Be It Further Resolved, That suitable copies of this resolution be delivered to the Department of Veterans Affairs Secretary, Anthony J. Principi, and Director Michael Olson.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

**AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY
AT 2038 NORTH ORLEANS STREET.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 10, 2005 to consider a permit fee waiver for 2038 North Orleans Street in the Mid-North District in the 43rd Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2038 North Orleans Street

District/Building: Mid-North District

for work described as:

interior and exterior renovation and new rear addition to an existing property

by:

Owner: Lawrence B. Finn

Owner's Address: 33 West Ontario Street, Unit 46E

City, State, Zip: Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective for a one (1) year period from December 15, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

DESIGNATION OF EAST LAKE/WEST END HOME OWNERSHIP,
L.L.C. AS PROJECT DEVELOPER FOR CONSTRUCTION
OF SINGLE-FAMILY HOUSING WITHIN EAST
GARFIELD PARK NEIGHBORHOOD
UNDER NEW HOMES FOR
CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

1/11/2005

SPECIAL MEETING

41011

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a conveyance and fee waiver for East Lake/West End Home Ownership, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on June 7, 1990 and published in the *Journal of the Proceedings*

of the City Council of the City of Chicago for such date at pages 17038 -- 17045, as amended and restated by that certain ordinance adopted by the City Council on April 1, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 64910 -- 64918, as further amended and restated by that certain ordinance adopted by the City Council on June 6, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 59917 -- 59928, the City has established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("D.O.H.") has received a proposal from East Lake/West End Home Ownership, L.L.C., an Illinois limited liability company (the "Developer") for the construction of new single-family homes ("Single-Family Homes") on certain lots owned by the Chicago Housing Authority ("C.H.A."), a lot owned by the Developer, and certain lots to be conveyed to the Developer by the City (such City-owned lots, "City Parcels"), which lots are listed on Exhibit A attached hereto and hereby made a part of this ordinance; and

WHEREAS, The D.O.H. has approved and recommended the selection of the Developer to participate as a developer under the New Homes Program, subject to the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the Developer may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The subsidy to cover said housing construction and development costs may be derived from Community Development Block Grant funds and/or corporate funds; and

WHEREAS, The D.O.H. recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 17, 2000 and published at pages 30775 -- 30925 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project ("Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 17, 2000 and published at pages 30926 -- 30939 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the Area was

designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on May 17, 2000 and published at pages 30940 -- 30953 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The City Parcels listed on Exhibit A are located in the Area; and

WHEREAS, The City has agreed to convey the City Parcels to the Developer for inclusion in the Developer's New Homes Program project, which project shall also include the Chicago Housing Authority's ("C.H.A.") lease and conveyance of certain C.H.A.-owned lots to the Developer, the Developer's contribution of the Developer-owned lot, and the construction of a scattered-site development of up to eighteen (18) Single-Family Homes on such lots and the City Parcels, which development is also a part of the C.H.A.'s overall transformation plan for Rockwell Gardens (such project, the "Project"); and

WHEREAS, The Developer has agreed to undertake the Project in accordance with the New Homes For Chicago Program, the Plan and the terms and conditions of the redevelopment agreement to be executed between the Developer and the City in substantially the form of Exhibit B attached hereto and made a part hereof (the "Redevelopment Agreement"); and

WHEREAS, Pursuant to Resolution Number 04-CDC-28 adopted on April 13, 2004, the Chicago Community Development Commission authorized the Department of Planning and Development ("D.P.D.") to advertise the City's intention to enter into a negotiated sale with an affiliate of the Developer for the redevelopment of the City Parcels and approved D.P.D.'s request to advertise for alternative proposals; and

WHEREAS, Public notices advertising the City's intent to enter into a negotiated sale of the City Parcels with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on April 16, 2004 and April 23, 2004; and

WHEREAS, Pursuant to Resolution 04-CDC-28 adopted by the Commission on April 13, 2004, the Commission has recommended that the City be authorized to sell and convey the City Parcels to the Developer, that the Developer be designated as the developer for the Project and that the City be authorized to negotiate, execute and deliver a redevelopment agreement with the Developer for the Project; and

WHEREAS, The Developer has also requested that the City waive certain fees relating to the development of the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Developer is hereby designated as the Developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The sale of the City Parcels to the Developer in the amount of One and no/100 Dollars (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of Housing ("D.O.H.") is authorized to negotiate, execute and deliver on behalf of the City the Redevelopment Agreement and such other documents as may be necessary to implement the sale and redevelopment of the City Parcels, subject to the approval of the Corporation Counsel.

SECTION 4. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	East Lake/West End Home Ownership, L.L.C., an Illinois limited liability company.
Aggregate Number of Single-Family Homes:	Not to exceed eighteen (18).
Location:	East Garfield Park neighborhood; development site bounded by South Western Avenue, West Van Buren Street, South California Avenue and West Monroe Street.
Amount of Development Subsidy:	Not to exceed Ten Thousand Dollars (\$10,000) for each Single-Family Home.
Aggregate Development Subsidy:	Not to exceed One Hundred Eighty Thousand Dollars (\$180,000).

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcels to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business

entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to any covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 6. The City is authorized to waive the fees listed on Exhibit C attached hereto with respect to the Project.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

*Rockwell Gardens – Phase 1B Affordable
Home Ownership Units.*

Address	Permanent Index Number	Ownership
2671 West Madison Street	16-13-201-001	City-owned
2633 West Madison Street	16-13-201-005	City-owned
2629 West Madison Street	16-13-201-006	City-owned
2617 West Madison Street	16-13-201-007	City-owned

Address	Permanent Index Number	Ownership
2662 West Monroe Street	16-13-201-008	City-owned
2447 West Adams Street	16-13-215-004*	City-owned
2654 West Monroe Street	16-13-201-020	Developer-owned
342 South Western Avenue	16-13-222-033	C.H.A. Lot
324 South Western Avenue	16-13-221-020 and -026	C.H.A. Lot
320 South Western Avenue	16-13-221-020 and -026	C.H.A. Lot
304 South Western Avenue	16-13-221-018	C.H.A. Lot
220 South Western Avenue	16-13-215-050	C.H.A. Lot
218 South Western Avenue	16-13-215-050	C.H.A. Lot
202 South Western Avenue	16-13-215-050	C.H.A. Lot
2424 West Van Buren Street	16-13-222-032	C.H.A. Lot
2422 West Gladys Avenue	16-13-221-025	C.H.A. Lot

* Until Permanent Index Number division, such permanent index number also applies to 2449 -- 2451 West Adams Street.

Exhibit "B".
(To Ordinance)

Redevelopment Agreement.

*New Homes For Chicago Program East Lake/
West End Home Ownership, L.L.C.*

This agreement ("Agreement"), dated as of _____, 2004 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and East Lake/West End Home Ownership, L.L.C., an Illinois limited liability company, having its principal office, in care of East Lake Management and Development Corporation, 2850 South Michigan Avenue, Suite 100, Chicago, Illinois 60615 ("Developer").

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City ("City Council"), by ordinance adopted June 7, 1990 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. The enabling ordinance for the New Homes Program was amended by ordinance adopted by the City Council on July 24, 1991 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 4361 -- 4365), as further amended by ordinance adopted by the City Council on April 29, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 15675 -- 15677), as further amended by that certain ordinance adopted May 19, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 32921 -- 32924), as further amended by that certain ordinance adopted September 14, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 56815 -- 56819), as

further amended by that certain ordinance adopted October 2, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 8079 -- 8082), as further amended by that certain ordinance adopted March 26, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 19241 -- 19250), as further amended by that certain ordinance adopted July 2, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 47944 -- 48951) and as further amended and restated by that certain ordinance adopted April 1, 1998 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 64910 -- 94918).

D. Developer has previously submitted an application package to the Department of Housing of the City of Chicago ("D.O.H.") describing its proposal for participation in the New Homes Program by constructing single-family housing in the East Garfield Park neighborhood.

E. Based in part on the representations and proposals contained in Developer's application package, the City Council, by ordinance adopted _____, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages _____) approved the selection of Developer for participation in the New Homes Program and approved the allocation of development subsidy funds (as defined below) to subsidize certain development costs associated with the Project (as defined below).

F. Developer, subject to the terms of the Agreement, shall undertake to complete the construction of up to seventeen (17) single-family homes and condominium units (singularly, "Single-Family Home" and collectively "Single-Family Homes"). The construction of the Single-Family Homes by Developer pursuant to the terms of the Agreement shall be referred to as the "Project".

G. The Single-Family Homes shall be constructed on those certain parcels to be leased from the Chicago Housing Authority ("C.H.A.") under a ninety-nine (99) year lease between the Developer and the C.H.A. (or, in the case of the lot at 2422 West Gladys Avenue, to be sold by the C.H.A. to the Developer) (the "C.H.A. Lots"), on those certain parcels presently owned by the City and to be conveyed to Developer pursuant to the terms of the Agreement ("City Lots") and on that lot owned by the Developer (the "Developer Lot"). A list of the City Lots, the C.H.A. Lots and the Developer Lot is provided on (Sub)Exhibit A attached hereto and such lots are legally described on (Sub)Exhibit B attached hereto. The City Lots, the C.H.A. Lots and the Developer Lot are located in the East Garfield Park neighborhood of the City.

H. In accordance with the terms and conditions of the Agreement, those City Lots with a fair market value of Twenty Thousand Dollars (\$20,000) or less may be conveyed by the City to Developer for the sum of One and no/100 Dollars (\$1.00) per City Lot, and those City Lots with a fair market value in excess of Twenty

Thousand Dollars (\$20,000) may be conveyed by the City to Developer for the amount by which the fair market value of the City Lot in question exceeds Twenty Thousand Dollars (\$20,000). (Sub)Exhibit C sets forth the fair market value for certain of the City Lots. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction as described on (Sub)Exhibit D attached hereto.

I. The Single-Family Homes constituting the Project shall be constructed by Developer utilizing in part a development subsidy ("Development Subsidy") derived from City corporate funds not to exceed the sum of Ten Thousand Dollars (\$10,000) for each Single-Family Home. Notwithstanding the above, the parties acknowledge and agree that the aggregate amount of the Development Subsidy described in this paragraph I to be made available to Developer pursuant to the Agreement shall not exceed the sum of One Hundred Eighty Thousand Dollars (\$180,000).

J. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to Developer and the City.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Definitions.

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Affidavits: Those certain affidavits executed by Developer dated _____, 2004, as re-certified to the City on _____, 2004 consisting of an economic disclosure statement, anti-scofflaw affidavit, certification regarding lobbying and any other customary affidavit or certification required by the City in connection with the New Homes Program.

Certificate: The certificate of compliance to be issued by the City pursuant to subsection 4.8 below.

C.H.A. Lots: Those certain lots presently owned by the C.H.A. which are to be leased to the Developer pursuant to a ninety-nine (99) year ground lease (or, in the case of the lot at 2422 West Gladys Avenue, to be sold by the C.H.A. to the Developer) and redeveloped by Developer pursuant to the terms of this Agreement. The C.H.A. Lots are listed on (Sub)Exhibit A attached hereto.

City: The City of Chicago, an Illinois municipal corporation.

City Construction Mortgage: That certain Construction Mortgage, Security Agreement and Recapture Agreement to be executed and delivered by the Developer and recorded against the City Lots on the closing date, to secure the value of the City Lots conveyed by the City, which shall be in a form customary for New Homes Program transactions.

City Lots: Those certain lots presently owned or to be acquired by the City which are to be conveyed to and redeveloped by Developer pursuant to the terms of the Agreement. The City Lots are listed on (Sub)Exhibit A attached hereto.

Commissioner: The Commissioner of Housing of the City of Chicago.

Construction Lender: Developer's construction lender as more fully described in subsection 4.5 below.

Construction Loan: That certain construction loan obtained by Developer from the Construction Lender as more fully described in subsection 4.5 below.

Developer: East Lake/West End Home Ownership, L.L.C., an Illinois limited liability company.

Developer Lot: That certain lot presently owned by the Developer and to be redeveloped by Developer pursuant to the terms of the Agreement. The Developer Lot is listed on (Sub)Exhibit A attached hereto.

D.O.H.: City of Chicago Department of Housing.

First Mortgage: That certain mortgage created by Developer and Developer's Construction Lender in accordance with the terms of subsection 4.5 below.

Inspector: The independent inspecting architect employed by the Construction Lender and approved by the City, or if there is no Construction Lender, employed by the City, pursuant to subsection 4.5 below.

Lot: A City Lot, C.H.A. Lot and/or the Developer Lot, as the case may be.

New Homes Program: The New Homes for Chicago Program of the City of Chicago, as created by ordinance of the City Council of the City of Chicago adopted June 7, 1990, and any amendments thereto as described in paragraph C of the recitals.

P.M.S.A.: The Primary Metropolitan Statistical Area.

Project: The construction of the new Single-Family Homes by Developer pursuant to the terms of the Agreement.

Single-Family Homes: The single-family housing units (whether detached or condominium units) to be constructed by Developer pursuant to the terms of the Agreement.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Single-Family Homes, a list of which is attached hereto as (Sub)Exhibit E.

Section I.

Incorporation Of Recitals And Definitions.

The recitations and definitions set forth above constitute an integral part of the Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section II.

Covenants, Representations And Warranties.

2.1 Covenants, Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, and by executing and delivering this Agreement, Developer and the member (as defined below) of Developer hereby jointly and severally covenant, represent and warrant to the City as follows:

- (a) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Illinois. The sole member of Developer ("Member") is East Lake Management and Development Corporation, an Illinois corporation, the sole owner of which is Elzie Higginbottom. The Member has no manager. The rights and responsibilities of the Member are further described in that certain

Operating Agreement dated as of _____, 2004 ("L.L.C. Agreement"), a certified copy of which has been delivered to D.O.H.. The Member agrees that the L.L.C. Agreement, inasmuch as it affects the performance of Developer and the Member pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of D.O.H.

- (b) No litigation or proceedings are pending, or are threatened against Developer or Member, or any party affiliated with Developer or Member, which could: (i) adversely affect the ability of Developer or Member to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer or Member.
- (c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or Member, or any party affiliated with Developer or Member is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.
- (d) The individual executing the Agreement on behalf of Member has been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Member and Developer to perform the terms and obligations contained herein.
- (e) To the best of the Developer's and the Member's knowledge, the construction of the Single-Family Homes and the development of the Project, as proposed by Developer pursuant to the terms of its application package for participation in the New Homes Program and the terms of this Agreement, do not currently violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations) (collectively, "Laws"); or (ii) any building permit, restriction of record or any agreement affecting any Lot or any part thereof (collectively, "Requirements"). The Developer and Member covenant to construct the Project in material compliance with such Laws and Requirements.
- (f) Except as otherwise provided in the Agreement, or required by the United States Department of Housing and Urban Development ("H.U.D.") as a condition to its approval of the C.H.A. ground lease, Developer shall not, without the prior written consent of D.O.H., which D.O.H. may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or

encumbrance upon any Lot, or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer or Member which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

- (g) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in Section VII below.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival Of Covenants, Representations And Warranties.

Developer and Member agree that all of the covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

Section III.

Conveyance Of The City Lots.

3.1 Form Of Deed.

In accordance with the terms of the Agreement, the City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto

as (Sub)Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall be subject only to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed and in the City Construction Mortgage.
2. The permitted exceptions in an ALTA insurance policy regarding the City Lot in question.
3. Taxes for the current year.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
6. Title objections caused by Developer.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. Such investigation shall at the minimum consist of a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot in question. If the soil conditions are not in all respects entirely suitable for the use or uses to which each City Lot shall be utilized in accordance with the terms of the New Homes Program and the Agreement, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for the intended uses of the City Lots as described in the New Homes Program and the Agreement. The City agrees to provide the Developer with a right of entry, if necessary, to permit the Developer to conduct Phase II testing on any City Lot prior to the conveyance of such City Lot to the Developer.

Concurrent with such right-of-entry, Developer agrees to: (a) restore the City Lot to a condition immediately prior to the commencement of any environmental testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all environmental reports prepared on behalf of Developer with regard to the City Lot in question.

3.2 Conveyance Of The City Lots.

Subject to all the terms, covenants and conditions of the Agreement, the City shall convey to Developer the Deed to each City Lot in accordance with the terms of the Escrow described in Subsection 4.5 below, and subsequent to the occurrence of all of the following:

- (a) approval by D.O.H. of Developer's Working Drawings and Specifications for the Single-Family Home to be built on such City Lot (as described in Subsection 4.2 below) and D.O.H.'s satisfaction that each City Lot to be conveyed is a buildable lot;
- (b) approval by D.O.H. of Developer's Budget (as defined in Subsection 4.5 below);
- (c) approval by D.O.H. of Developer's Financing (as defined in Subsection 4.5 below);
- (d) receipt by Developer of a building permit with regard to the construction of the Single-Family Home on the City Lot; and
- (e) the C.H.A.'s simultaneous ground lease of the C.H.A. Lots (and sale of the 2422 West Gladys Avenue lot) to the Developer for development for the Project.

If the conditions described in this Subsection 3.2 (a) through (e) are not achieved by Developer for the construction of the first Single-Family Home of the Project within three (3) months of the execution date of the Agreement (except in the instance of the occurrence of any Permitted Delay described in Subsection 6.2 below), and in any event, no later than May 31, 2005, then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer.

3.3 Closing Documents.

At the closing for the conveyance of the initial City Lot, Developer shall deliver to the Escrowee (as defined in subsection 4.5 below) a certificate of existence from the state of Illinois for Developer, a certificate of good standing and a certificate of incumbency for the Member, and a corporate resolution from the Member authorizing Developer's acceptance of the conveyance by the City of each City Lot described on (Sub)Exhibit A attached hereto. Concurrently, the City shall deliver to the Escrowee a certified copy of the ordinance adopted by the City Council of the City authorizing the City to execute this Agreement. At the closing for each City Lot

requested by Developer, the parties shall execute and deliver to each other the following:

- (i) Developer's documents:
 - (a) A written request executed by an appropriate party of Developer requesting the conveyance to Developer of the City Lot(s) in question.
 - (b) An ALTA statement.
 - (c) City Construction Mortgage.
- (ii) The City shall deliver the Deed to each City Lot requested by Developer (with appropriate transfer tax exemptions).

3.4 Title Insurance.

Upon the conveyance of each City Lot, the City, at Developer's sole expense, shall provide to Developer, a commitment of title insurance from the Chicago Title Insurance Company or other title company mutually agreeable to the parties ("Title Company"), consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance of the City Lot to Developer, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section III. Developer, at Developer's sole expense, may obtain such title insurance and endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.5 Real Estate Taxes.

The City shall use reasonable efforts to secure the payment or waiver of general real estate taxes payable with respect to the time period prior to the date of delivery of the deed (whether due and payable or accrued but not yet due and payable). Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

3.6 No Substitution Of Lots.

If the City cannot timely deliver title to a City Lot subject only to the Permitted Exceptions, or if soil and environmental condition of a City Lot entitles Developer to refuse the conveyance of said City Lot, then the Developer's sole right shall be to

decline to accept the conveyance of such City Lot(s). Under no circumstances shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception or environmental condition.

3.7 Recordation Of Deed.

The City shall promptly file the Deed to any City Lot for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office"). Developer shall pay all recording costs.

Section IV.

The Construction Of The Project.

4.1 Schedule Of Construction Progress.

In accordance with the terms of the Agreement, Developer shall construct the Single-Family Homes constituting the Project (which shall not collectively exceed seventeen (17) in the aggregate) on the lots. Developer shall construct the Single-Family Homes in accordance with that certain construction timetable schedule attached hereto as (Sub)Exhibit G ("Schedule"). The Schedule represents an estimate of the number of Single-Family Homes to be completed by Developer by the expiration of certain time periods within the twenty-four (24) month time frame for commencement and completion of the Project as described further in Subsection 4.7 below. If Developer fails to achieve its production of the number of structures in accordance with the Schedule, the City and Developer agree that certain of the City Lots made available to Developer (and the corresponding amount of Development Subsidy funds allocated to the Project) may be released from the terms of this Agreement and thereafter be made available to the City for alternative redevelopment plans. The Developer shall cooperate in executing such reconveyance deeds and documents as may be necessary or appropriate to transfer back to the City any City Lots on which development has not commenced, subject to the lien of any First Mortgage.

Developer covenants that the Single-Family Homes shall be constructed in accordance with the Working Drawings and Specifications approved by D.O.H. as described further in Subsection 4.2 below. Upon completion of the construction of each Single-Family Home, as the case may be, the City shall issue to Developer the Certificate in accordance with Subsection 4.8 below.

4.2 Working Drawings And Specifications.

Developer's list of Working Drawings and Specifications containing the final plans and drawings with regard to the construction of the Single-Family Homes, are approved by D.O.H. and listed on (Sub)Exhibit E attached hereto (the "Drawings").

Should Developer, subsequent to the execution date of the Agreement, wish to construct Single-Family Homes in the Project based upon a different type of model than that reflected in the Drawings, Developer shall submit to D.O.H. for its approval Developer's final design drawings and specifications for said models. Upon the approval of D.O.H., said drawings and specifications shall be considered Working Drawings and Specifications for purposes of the Agreement.

The Drawings shall conform to the terms of the Agreement, the New Homes Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Drawings must be submitted to D.O.H. for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation Of The Lots; General Requirements.

Developer shall, prior to accepting the conveyance of any City Lot, satisfy itself as to any "atypical" conditions (sunken lot and other site elevation problems, ingress and egress, parking, issues concerning the location of the Single-Family Homes vis-a-vis existing buildings located on adjacent parcels and other development matters that merit special consideration.

Prior to the commencement of construction by Developer on any Lot, D.O.H. must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type in question, showing the resolution of any elevation, ingress and egress, parking, location of the housing structure, and similar issues.

In addition, prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 ("N.E.P.A.") and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each

City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Single-Family Homes constituting the Project shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq. and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 -- 4128.

4.4 Limited Applicability Of D.O.H.'s Approval.

Any approvals of the Drawings made by D.O.H. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by D.O.H. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Single-Family Homes constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing And Constructing The Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to D.O.H. for its approval a written budget ("Budget") setting forth the projected and anticipated development costs with regard to the construction of the Single-Family Homes constituting the Project. Developer shall also submit to D.O.H. a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and final loan documents for the construction financing for the Single-Family Homes. D.O.H. shall timely review such Financing documents and confirm their compliance with the terms and provisions of the Agreement and the New Homes Program. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the lots. The construction loan funds shall be disbursed pursuant to the Escrow described in subsection 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey to Developer the Deed to each City Lot requested by Developer pursuant to the terms of the Agreement for the consideration

of One and no/100 Dollars (\$1.00) per City Lot if the fair market value of the City Lot in question is Twenty Thousand Dollars (\$20,000) or less, and with regard to those City Lots in which the fair market value exceeds the sum of Twenty Thousand Dollars (\$20,000), said City Lots shall be conveyed by the City to Developer for the amount by which the fair market value of the City Lot exceeds the sum of Twenty Thousand Dollars (\$20,000). The actual amount determined to be the fair market value of a particular City Lot redeveloped by Developer pursuant to the Agreement and the New Homes Program shall be added to and included in the amount of monies potentially due and owing the City pursuant to the City Construction Mortgage, during the construction phase, and, thereafter, due and owing under the Mortgage, Security and Recapture Agreement executed by the homebuyer purchasing said City Lot from Developer and which is described more fully in subsection 4.5(b)(2) below.

(2) Development Subsidy. Pursuant to the objectives of the New Homes Program and consistent with the terms of the Agreement, the City shall grant to Developer a Development Subsidy in an amount not to exceed the sum of One Hundred Eighty Thousand Dollars (\$180,000) in the aggregate to cover hard construction costs of the Single-Family Homes constituting the Project. The Development Subsidy for each Single-Family Home shall not exceed the sum of Ten Thousand Dollars (\$10,000) per structure. The specific amount of Development Subsidy to be allocated to each model type of Single-Family Homes is described further on (Sub)Exhibit H attached hereto.

The Development Subsidy shall be disbursed to Developer at the closing of the sale of each Single-Family Home from Developer to the initial homebuyer, but only in the event that Developer: (a) obtains from the City the Certificate with regard to Developer's compliance with the terms and conditions of the Agreement concerning the construction of the Single-Family Home in question; (b) conveys the completed Single-Family Home to an eligible homebuyer as more particularly described in subsection 5.3 below; (c) complies with the covenants described in subsection 5.1 below; and (d) provides the initial homebuyer with a policy of title insurance issued by the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance of the lot in question by Developer to the initial homebuyer, insuring the title of the initial homebuyer with regard to the lot in the amount of the purchase price.

Developer agrees, however, that it shall advise said initial homebuyer, executing a binding purchase contract with such initial homebuyer, and it shall be a condition of such sale, that the homebuyer shall be required to execute: (a) a mortgage, security and recapture agreement in favor of the City to be dated as of the date of the closing ("Mortgage, Security and Recapture Agreement"), and (b) a covenant of residency ("Covenant of Residency") with regard to the use of the Single-Family Home by the initial homebuyer as its principal residence. The Mortgage, Security and Recapture Agreement shall be repaid by the homebuyer

to the City in accordance with its terms in the event that, together with simple interest on the amount due thereunder at three percent (3%) per annum subsequent to the closing, the Single-Family Home and Lot are sold by the initial homebuyer within thirty (30) years of purchase. The Mortgage, Security and Recapture Agreement shall be subordinate to the lien in favor of the permanent lender, if any.

(3) Purchase Price Subsidy. [Intentionally Omitted]

(4) HOME Purchase Price Subsidy. [Intentionally Omitted]

(5) Waiver Of City Fees. In conjunction with the construction by Developer of the Single-Family Homes constituting the Project, the City shall waive those certain fees and deposits as described in (Sub)Exhibit D attached hereto.

(c) Escrow. Prior to the commencement of construction of the first Single-Family Home, Developer and the City shall open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be utilized by the parties for the conveyances of the City Lots to Developer pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. The parties agree that if any conflict exists between the terms of the Agreement and any escrow instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

Prior to the commencement of construction of the Project on any Lot by Developer pursuant to the terms of this Agreement, D.O.H. must have approved the following: (a) the Drawings for the Single-Family Home to be constructed; (b) the Budget and the Financing (including, without limitation, the Construction Loan documents, if any); and have received a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available. In addition, D.O.H. must have approved: (a) the condition of title with regard to the Lot in question; and (b) a final plat of survey for the Lot (as described in subsection 4.3 above) certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot (the "Closing Date Survey").

Prior to the commencement of construction of the Project, the Escrowee must have received the following documents submitted by Developer: (a) a certificate of existence from the State of Illinois regarding Developer and a certificate of good standing from the State of Illinois regarding Member; (b) copies of each subcontract; (c) Internal Revenue Service taxpayer identification numbers; and (d) originals of the Construction Loan documents or evidence of Financing. Escrowee shall also have received the following documents submitted by the City: (a) one copy of this

Agreement; (b) a certified copy of the ordinance authorizing the execution of this Agreement; and (c) a check in the amount of One Hundred Eighty Thousand Dollars (\$180,000) (or such lesser amount as may apply if less than eighteen (18) Single-Family Homes are constructed) representing the City's aggregate Development Subsidy (as further described in subsection 4.5(b)(2) above), which shall be deposited in the NHFC Account maintained by the Escrowee.

As construction of the Project commences on each particular Lot, the Escrowee shall receive from Developer: (a) one copy of every "soft sheet" building permit issued by the City; and (b) the Closing Date Survey; and (c) from the City, the Deed.

(d) Review Of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Drawings) meeting the prior approval of D.O.H., to review for the parties all activities undertaken with regard to the construction of the Single-Family Homes, as the case may be. In the event that no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then D.O.H., at the sole expense of Developer, shall utilize an Inspector which has been previously approved by D.O.H. for the benefit of the New Homes Program.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and D.O.H., as the case may be, and shall include, inter alia, a certification for the benefit of the Construction Lender and D.O.H. on the form attached hereto as (Sub)Exhibit I that the construction of said Single-Family Home complies with the Drawings. The Inspector shall be affirmatively obligated to notify D.O.H. and the Construction Lender of any discrepancies between the Drawings (as approved by D.O.H.) and the actual construction of the Single-Family Home in question, and shall provide D.O.H. with a copy of each and every Inspector's certification. As described in subsection 4.5(e) below, the receipt by D.O.H. of the Inspector's Conditional Certificate shall be a condition precedent to the disbursement of the applicable amount of Development Subsidy to Developer. A representative of D.O.H. shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Single-Family Homes constituting the Project.

(e) Disbursement Of The Development Subsidy. Subject to the provisions of the Agreement, and as long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the Development Subsidy shall be disbursed by the

City to or for the benefit of Developer at the closing of the conveyance of the Single-Family Home, as the case may be, upon the occurrence of the following:

- (i) Developer and the initial homebuyer shall have complied with the provisions described in subsection 4.5(b)(1) and (2), including, the execution of the Mortgage, Security and Recapture Agreement and the Covenant of Residency by the initial homebuyer;
- (ii) the Inspector shall have delivered to the City its conditional certificate indicating that the construction of said Single-Family Home is complete and complies with the Drawings, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");
- (iii) the City shall have issued its Certificate pursuant to subsection 4.8 below;
- (iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that no material men's liens or claims exist affecting the Single-Family Home in question, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy-five percent (75%) of the hard construction costs associated with the construction of the Single-Family Home in question;
- (v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all costs expended for the construction of the Single-Family Home in question; and
- (vi) Developer shall have furnished to the City one copy of an "as-built" survey showing the location of all completed improvements on the Lot in question, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot, or such other "as-built" survey as shall be reasonably acceptable to D.O.H.; and
- (vii) D.O.H. shall have issued a letter to Developer that the homebuyer in question meets the income eligibility requirements of the New Homes Program.

Notwithstanding the foregoing, Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing of the Single-Family Home in question. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Single-Family Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and D.O.H.

Developer does also certify that it shall not take its fee until the closing for the Single-Family Home in question.

4.6 Relocation Of Utilities.

In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under any of the Lots, the public streets or private property adjacent to said Lots, Developer agrees that such utilities shall be relocated at Developer's sole expense. D.O.H. shall use its best efforts to assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City be financially responsible for the relocation, repair or replacement of any utility lines as a result of the Agreement. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines as a result of the Agreement.

4.7 Commencement And Completion Of The Project.

Developer, subject to the occurrence of Permitted Delays described in subsection 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement and in no instance later than March 31, 2005. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-four (24) months from said execution date or outside start date. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the time period specified in this subsection 4.7. The Commissioner of D.O.H. and Developer, however, may mutually agree to extend the time for Developer's performance of its obligations to construct the Project by executing a written amendment to the Agreement.

4.8 Certificate Of Compliance.

As each Single-Family Home is substantially completed in accordance with the Drawings (as evidenced by, and based solely on, the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be, as further described in subsection 4.5(e) above), and Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the New Homes Program, including without limitation, the provisions described in 4.5(e)(i),(iv) -- (vii) above, D.O.H., upon written request by Developer, shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to complete such Single-Family Home and to satisfy the objectives of the New Homes Program. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Single-Family Home in question and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by D.O.H. to the Escrowee at the closing of the Single-Family Home from Developer to the initial homebuyer. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer be deemed to be a title encumbrance of the Lot in question.

4.9 Prohibition Against Unpermitted Encumbrances.

Prior to the issuance of the Certificate with regard to the completion of construction of each Single-Family Home on a particular Lot, neither Developer nor any successor in interest to the Lot in question shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, shall be permitted to mortgage the Lots for the purpose of obtaining the Construction Loan or other financing source as described in subsection 4.5(a) above to the extent necessary for completing the construction of the Project, and provided further, however, that the Developer shall be permitted to record the Property Rights Agreement between the Developer and the C.H.A. as a permitted encumbrance against the C.H.A. Lots and the Developer Lot. Notwithstanding the above, no mortgage shall be placed of record affecting a City Lot until such time as the City has conveyed said City Lot to Developer pursuant to the terms and conditions of the Agreement.

4.10 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage (or any affiliate of such holder) authorized by the Agreement (including any holder who obtains title to the Lots or any part thereof as a result of foreclosure proceedings, or action in lieu therefor), shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Single-Family Home on the Lots in question, as the case may be, or to guarantee such construction or completion. Nothing in this subsection 4.10 or any section of the Agreement, however, shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Lots in question or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the New Homes Program and the Agreement. If the Construction Lender, due to the occurrence of a default by Developer of its obligations under the Agreement or under the terms of its mortgage executed in favor of the Construction Lender, obtains possession or title to any of the lots by foreclosure or deed in lieu of foreclosure, the Construction Lender shall be entitled, upon the receipt of the prior written consent of the City, which consent shall not unreasonably be withheld, to utilize those amounts of the Development Subsidy which is available to complete the Single-Family Homes on said Lots (including the completion of the Single-Family Homes on said Lots which had not been commenced by Developer as of the date that the Construction Lender acquires title to said lots), so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to the holder of any first mortgagee (the "First Mortgagee") whose address has been given in writing to the City. After any such default by Developer, and the expiration of any applicable cure period, the City and each First Mortgagee shall (insofar as the City is concerned) have the right, at the First Mortgagee's option, to remedy such default.

Whenever the First Mortgagee shall deliver a notice or demand to Developer with respect to any breach or default by Developer of its obligations under the first mortgage loan documents, the First Mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in subsection 8.8 below. After any such default by Developer, and the expiration of any applicable cure period, the City and each First Mortgagee shall have the right to remedy such default.

Section V.

Conveyance Of The Single-Family Homes.

5.1 Developer's Covenants For Participation In The New Homes Program.

(a) Sales Price. Developer acknowledges and affirms the objectives of the City with regard to the creation of the New Homes Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Single-Family Home to a prospective homebuyer for a base price per model of \$_____ for the "A" Unit, \$_____ for the "B" Unit and \$_____ for the "C" Unit (but in no event shall said base price for a particular Single-Family Home exceed the sum of One Hundred Fifty-five Thousand Two Hundred Dollars (\$155,200), as adjusted for inflation). Developers projected final sales pricing of the various models of the Single-Family Homes to be constructed by Developer are described on (Sub)Exhibit J attached hereto. The parties acknowledge that said base price does not include options described on (Sub)Exhibit K attached hereto, which may be desired by individual homebuyers. The parties further acknowledge that said base price may be slightly adjusted due to inflation, upon the express agreement of the parties and as anticipated by the provisions contained in the New Homes Program.

(b) Compliance With Fair Housing And Nondiscrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Single-Family Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to nondiscrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. Sec. 3601-20, et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958 -- 1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. Sec. 1982 (1988), and Sections 17 -- 19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. Sec. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty Of Habitability. At the closing for the conveyance of a Lot from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability approved by D.O.H. and attached hereto as (Sub)Exhibit L. Said warranty of habitability shall have a duration of one (1) year and shall be deemed to run with the land.

5.2 Marketing.

Developer shall comply with the affirmative marketing requirements described in subsection 5.1(b) above. In addition, Developer agrees to abide by the terms and conditions of the marketing plan which has been approved by D.O.H. and is attached hereto as (Sub)Exhibit M, and to utilize solely those marketing materials which have been approved by D.O.H. either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Single-Family Homes to prospective homebuyers. Developer also agrees to place on at least one (1) of the Lots a sign containing an inscription that the Single-Family Home was (or shall be) constructed by Developer in accordance with Developer's participation in the New Homes Program.

5.3 Income Eligibility Standards.

Developer agrees that each and every potential homebuyer, in conjunction with the execution of any contract with Developer for the purchase of a Single-Family Home shall be approved in writing by D.O.H. as meeting the income eligibility standards of the New Homes Program. Developer shall be responsible for providing D.O.H. with any and all information required by D.O.H. in determining the prospective homebuyer's income eligibility. D.O.H. shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), United States 1040 income tax returns for the previous two (2) years, an affidavit or verification from the homebuyers with regard to household size and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae")) within which to qualify potential homebuyer.

5.4 Pre-Purchase Qualification.

Developer shall refer each prospective homebuyers for pre-purchase counseling, which shall be offered either by D.O.H., a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide D.O.H. with a certificate or other evidence of participation.

Section VI.

Performance.

6.1 Time Of The Essence.

Time is of the essence of the Agreement.

6.2 Permitted Delays.

Neither the City, Developer or any successor in interest to Developer, shall be considered in breach of its obligations with respect to the commencement and completion of the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Single-Family Homes constituting the Project, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by Developer or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the City, shall commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

(b) Event Of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- (1) if, at any time, any covenant, warranty, representation or statement made or furnished by Developer (including the covenants, representations and

warranties of Developer described in subsection 2.1 above) is not true and correct in any material respect; or

- (2) if any petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within sixty (60) days after filing); or
- (3) failure of Developer to construct the Single-Family Homes constituting the Project in accordance with the Drawings; or
- (4) if Developer fails to fulfill its obligations with respect to the completion of the Project (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Single-Family Home then under construction, and such failure, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Developer receives written demand by the City to cure the same; or
- (5) if Developer conveys any Single-Family Home to a homebuyer in excess of the consideration described in subsection 5.1 above, or conveys any Single-Family Home to a homebuyer ineligible to participate in the New Homes Program; or
- (6) if Developer fails to comply with the non-discrimination covenant described in Section V above with regard to the marketing and sale of the Single-Family Homes constructed by Developer; or
- (7) failure of Developer to pay real estate taxes or assessments affecting the City Lots (accruing after the date of conveyance by the City to Developer) or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within thirty (30) days after written demand by the City to remove such lien or encumbrance; or

- (8) the occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or
- (9) any assignment, pledge, encumbrance, transfer or other disposition is made in violation of subsection 8.2 below.

(c) Prior To Commencement Of Construction. If, from the execution date of the Agreement until the commencement of construction of the Project, Developer or its successor in interest defaults in any specific manner as described in paragraph (b) of this subsection 6.3, and such default continues after the delivery of notice of default pursuant to subsection 6.3(a), and the failure of Developer to commence to cure within the thirty (30) day period (or such longer period if so specified) provided for in such notice, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer and request the reconveyance of City Lots, as provided for in Section 4.01 hereof. The City acknowledges that if the Developer fails to commence construction, such failure shall also entitle the C.H.A., under the ninety-nine (99) year ground lease for the leased C.T.A. Lots and the C.H.A. deed to the 2422 West Gladys Avenue lot, to terminate the Developer's leasehold and fee simple interest, as applicable, and that upon the termination of such leasehold or fee simple interest, the C.H.A. shall again hold title to the C.H.A. Lots free and clear of this Agreement.

(d) After Commencement Of Construction Until Issuance Of Certificate. If, subsequent to the commencement of construction by Developer on any Lot, until the City issues its Certificate with regard to the completion of construction of the pertinent housing unit on the Lot(s) in question, Developer or its successor in interest shall default in any specific manner as described in paragraph (b) of this subsection 6.3, then the City, by written notice to Developer, and after opportunity to cure as described in paragraph (a) of this subsection 6.3, may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, in the event of default and failure to cure by Developer as provided herein, if the Lots then under construction by Developer as of the date of default are City Lots, then the City shall have the right to re-enter and take possession of each such City Lot, to terminate the estate conveyed by the Deeds to such City Lots to Developer as well as Developer's right of title and all other rights and interests in said City Lots conveyed by the Deeds to Developer, and revest title in said City Lots with the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and the revesting of title as a result thereof in the City shall always be limited by, and shall not defeat, render invalid,

or limit in any way, the lien of the First Mortgage, if any, authorized by the Agreement for the protection of the holders of the First Mortgage.

Upon the revesting in the City of title to the City Lots in the manner described in the preceding paragraph, D.O.H. may complete the construction of the Single-Family Homes on the Lots in question, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, D.O.H. shall employ its best efforts to convey the Single-Family Homes (subject to the First Mortgage liens described above, if any) to eligible prospective homeowners ("Homeowners") under the New Homes Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. The Single-Family Homes shall be conveyed to the Homeowners who, at closing, in the event a First Mortgage encumbers the Lot, shall pay the unpaid principal of the First Mortgage affecting said Lot and the interest accrued thereon due and payable as of the date of the conveyance of the Single-Family Home by the City. When the City sells all of the Single-Family Homes in accordance with the provisions described in this subsection, the proceeds from said sale shall be utilized and distributed in accordance with the provisions described in subsection 6.3(e) below.

In the alternative, in the event that Lots are then under construction by Developer as of the time of default, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Single-Family Home on the Lots in question; provided, however, that the Construction Lender complies with the terms and provisions of the Agreement, including, without limitation, section 4.10 of the Agreement.

(e) Distribution Of Sale Proceeds. Upon the sale of all of the Single-Family Homes by the City pursuant to subsection 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

- (i) costs and expenses incurred by the City with regard to the reconveyance of the City Lots from Developer to the City, and the management and subsequent conveyance of the said Lots to the Homeowners;
- (ii) all taxes, assessments, and water and sewer charges with respect to the City Lots as provided for under this Agreement;
- (iii) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees;
- (iv) any expenditures made or obligations incurred with respect to the construction and maintenance of any Single-Family Homes constructed on the Lots including amounts due under the First Mortgage;

- (v) any other amounts owed to the City by Developer, its successors or transferees, without limitation, including the amount necessary to reimburse the City for the fair market value of the Lot(s) in question; and
- (vi) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If, subsequent to the issuance of the Certificate with regard to the completion of construction of the Single-Family Home in question, Developer or its successor in interest shall default in any specific manner as described in items (5) or (6) contained in paragraph (b) of this subsection 6.3, and after reasonable opportunity to cure as described in paragraph (a) of this subsection 6.3, then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to item (5) concerning the default by Developer for charging a sales price in excess of the consideration allowable under subsection 5.1 above, Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half (1½) times the amount by which the sales price exceeds the consideration described in subsection 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the gross negligence or willful misconduct of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Single-Family Homes constituting the Project (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in

Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any Lot.

6.6 Access To The Lots.

Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Single-Family Home in question, for the purpose of confirming Developer's compliance with the Agreement and the objectives of the New Homes Program.

6.7 City's Right To Inspect Records.

Until the City issues its Certificate with regard to the completion of the final Single-Family Home of the Project, Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days written notice of any proposed inspection of Developer's books and records.

Section VII.

Developer's Employment Obligations.

7.1 Employment Opportunity.

Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Project (collectively, with Developer, the "Employers" and

individually an "Employer") to agree, that for the term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project and the occupation of the Lots with regard thereto:

- A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
- B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993) and any subsequent amendments and regulations promulgated thereto.
- C. Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection

with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

- E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section VI above.

7.2 City Resident Employment Requirement.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.O.H. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the company hired the employee should be written in after the employee’s name.

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Single-Family Home constructed by Developer.

At the direction of D.O.H., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that one-half of one percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

7.3 Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program") and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit N hereto) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- (1) At least twenty-four (24%) percent by M.B.E.s.
- (2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 10.03 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business

enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) Business Days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a

qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section VIII.

Miscellaneous Provisions.

8.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any material manner whatsoever except by mutual consent

of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this subsection 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability And Transfer.

With regard to any Lot to be redeveloped by Developer pursuant to the terms of the Agreement, unless permitted by the provisions contained in subsection 4.9 above, Developer, until the City issues the Certificate with regard to the completion of a Single-Family Home on such particular Lot, shall not assign, transfer or convey any right, title or interest in said Lot. Notwithstanding the above, Developer shall have the right to enter into real estate purchase contracts with initial homebuyer concerning the conveyance of a Lot by Developer to an initial homebuyers prior to the issuance of the Certificate. In addition, Developer shall be permitted to convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City with regard to the completion of the final Single-Family Home constituting the Project, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision-making process or gain inside information with regard to the Project or the New Homes Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one (1) year thereafter. The foregoing shall not be deemed to exclude employees of the City

who meet the requirements of the New Homes Program from purchasing Single-Family Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies.

The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

8.7 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Deputy Commissioner,
Developer Services

with a copy to:

Corporation Counsel
City of Chicago
30 North LaSalle Street
Room 1610
Chicago, Illinois 60602
Attention: Real Estate and Land-Use
Division

If To Developer:

East Lake/West End Home Ownership,
L.L.C., in care of East Lake
Management and Development
Corporation
2850 South Michigan Avenue
Suite 100
Chicago, Illinois 60615

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.9 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.10 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References To Statutes.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee or other lienholder, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate. Notwithstanding the foregoing, the C.H.A. shall be an intended third party beneficiary of those provisions expressly acknowledging the C.H.A.'s rights hereunder.

8.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City and Developer, and Developer's respective heirs, legal representatives, successors and assigns.

8.15 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 No Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrant that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
John G. Markowski,
Commissioner
Department of Housing

East Lake/West End Home Ownership,
L.L.C.,
an Illinois limited liability company

East Lake Management and
Development Corp.,
an Illinois corporation,
its sole member

By: _____
Elzie Higginbottom

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John G. Markowski, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[Seal]

My commission expires: _____.

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Elzie Higginbottom, personally known to me to be the President of New England Builders, Inc., an Illinois corporation and the sole member of East Lake/West End Home Ownership, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and

1/11/2005

SPECIAL MEETING

41057

being first duly sworn by me acknowledged that as such President, he signed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[Seal]

My commission expires: _____.

[(Sub)Exhibits "B", "E", "F", "I", "J", "K", "L", "M" and "N" referred
to in this Redevelopment Agreement with East Lake/
West End Home Ownership, L.L.C. unavailable
at time of printing.]

[(Sub)Exhibits "A" and "D" referred to in this Redevelopment Agreement
with East Lake/West End Home Ownership, L.L.C. constitute
Exhibits "A" and "C", respectively, to the ordinance
and are printed on pages 41015 through 41016
and 41060 through 41061, respectively,
of this *Journal*.]

[(Sub)Exhibit "G" referred to in this Redevelopment Agreement
with East Lake/West End Home Ownership, L.L.C.
printed on page 41059 of this *Journal*.]

(Sub)Exhibits "C" and "H" referred to in this Redevelopment Agreement with East Lake/West End Home Ownership, L.L.C. read as follows:

(Sub)Exhibit "C".
(To Redevelopment Agreement With East
Lake/West End Home Ownership, L.L.C.)

Fair Market Value Of City Lots.
(Per April 1, 2004 Appraisals And April 13, 2004 C.D.C. Staff Report)

Address	Tax Permanent Index Number	Fair Market Value
2671 West Madison Street	16-13-201-001-0000	\$57,000
2633 West Madison Street	16-13-201-005-0000	\$90,360
2629 West Madison Street	16-13-201-006-0000	\$65,928
2617 West Madison Street	16-13-201-008-0000	\$98,512
2662 West Monroe Street	16-13-201-008-0000	\$32,000
2447 West Adams Street	16-13-215-004-0000	\$76,136

(Sub)Exhibit "H".
(To Redevelopment Agreement With East
Lake/West End Home Ownership, L.L.C.)

The City subsidy amount shall be Ten Thousand Dollars (\$10,000) per unit.

1/11/2005

SPECIAL MEETING

41059

(Sub)Exhibit "G".

(To Redevelopment Agreement With East
Lake/West End Home Ownership, L.L.C.)

Schedule Of Construction Progress.

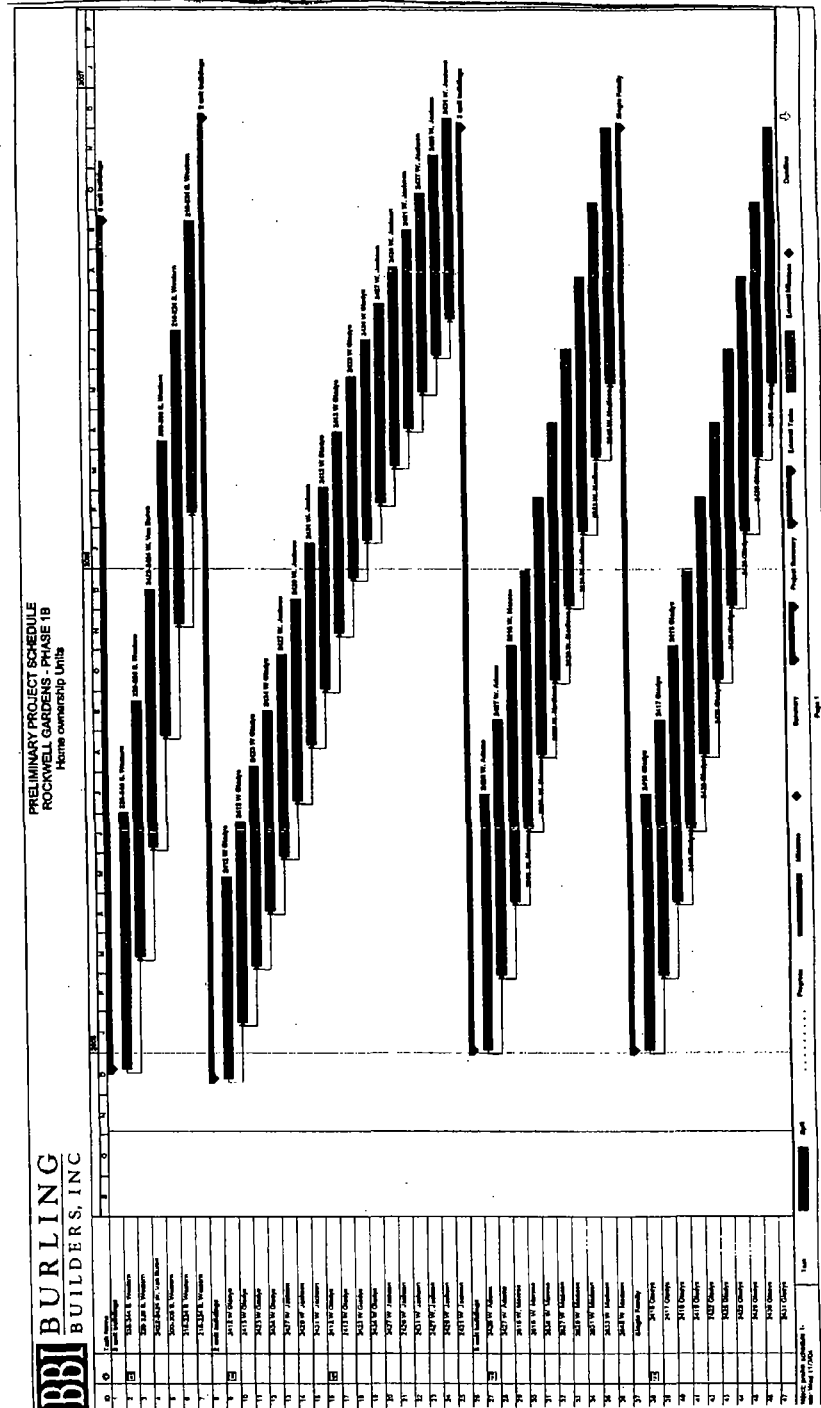


Exhibit "C".
(To Ordinance)

Fee Waivers.

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars (\$100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased).

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 115 WEST
CHICAGO AVENUE TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH ACCESS
LIVING OF METROPOLITAN CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a substitute ordinance by the Department of Planning and Development authorizing the sale of

city-owned property located at 115 West Chicago Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of real property located at 115 West Chicago Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Access Living of Metropolitan Chicago, an Illinois not-for-profit corporation ("Developer"), having an address of 614 West Roosevelt Road, Chicago, Illinois 60607, has offered to purchase the Property from the City in order to construct a building of approximately thirty-five thousand (35,000) to thirty-nine thousand two hundred (39,200) square feet that shall serve as the Developer's

corporate headquarters and be devoted primarily to not-for-profit purposes (the "Project"), subject to the terms of a redevelopment agreement to be executed by the Developer and the City in substantially the form of Exhibit B attached hereto and made a part hereof; and

WHEREAS, The City has determined that the conveyance of the Property to the Developer for the Project is in the best interests of the City and will reduce the burdens of government by virtue of the Developer's performance of certain social services, charitable activities, advocacy and similar not-for-profit activities; and

WHEREAS, Pursuant to Resolution 04-149-21 adopted by the Chicago Plan Commission (the "Commission") on November 18, 2004, the Commission published notice of the City's intention, acting through the Department of Planning and Development ("D.P.D."), to convey the parcels to the Developer for redevelopment and to request alternative proposals for redevelopment of the Property; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution 04-149-21, the Commission has recommended that the Property be conveyed to the Developer for redevelopment of the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The City of Chicago hereby approves the sale of the Property to the Developer for the sum of Two Hundred Fifty Thousand Dollars (\$250,000).

SECTION 3. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, the parcels listed on Exhibit A to this ordinance for the consideration described in Section 2 above and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description.
(Subject to Final Title and Survey)

Address:

115 West Chicago Avenue, Chicago, Illinois.

Permanent Index Numbers:

17-09-204-009-0000; and

17-09-204-010-0000.

Exhibit "B".
(To Ordinance)

*Agreement For The Sale And
Redevelopment Of Land.*

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Access Living of Metropolitan Chicago, an Illinois not-for-profit corporation ("Developer"), located at 614 West Roosevelt Road, Chicago, Illinois 60607.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 115 West Chicago Avenue, Chicago, Illinois 60610, which is legally described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Developer intends to construct the building and related facilities on the Property that are more fully described on (Sub)Exhibit B attached hereto (hereinafter referred to as either the "Improvements" or the "Project");

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

*Section 2.**Purchase Price.*

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) ("Purchase Price") to be paid by cashier's or certified check, on the closing date, less the earnest money in Section 3.A.. All other closing costs shall be borne by purchaser.

*Section 3.**Earnest Money And Performance Deposit.*

A. Earnest Money. The City hereby acknowledges that the Developer has, as of the date hereof, deposited with the City the amount of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00) which will be credited against the Purchase Price on the closing date ("Earnest Money").

B. Performance Deposit. The City hereby acknowledges that the Developer has, as of the date hereof, deposited with the City the amount of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00), as security for the performance of its obligations of this Agreement ("Performance Deposit") which will be retained by the City until a certificate (as described in Section 9) has been issued by the City.

C. Interest. There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

*Section 4.**Conveyance Of Property.*

A. Form Of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

1. The standard exceptions in an ALTA title insurance policy.
2. General real estate taxes and any special assessments or other taxes.
3. Easements, encroachments, covenants and restrictions of record and not shown of record.
4. Such other title defects as may exist.

B. Title Commitment And Insurance. Not less than thirty (30) days before the anticipated closing date, the Developer shall order a current title commitment issued by Chicago Title Insurance Company (the "Title Company"). The Developer shall pay the cost of, and shall be responsible for, obtaining on the closing date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, any "gap" undertakings, title indemnities and similar liabilities) at or prior to the closing (as defined below).

C. Survey. The Developer will be responsible for obtaining, at Developer's expense, any survey it deems necessary.

D. The Closing. The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on such date ("Closing Date") as the parties mutually agree to in writing provided, however, that, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (1) until and unless the conditions precedent set forth in Sections 2, 3.B., 4.E., 4.I. through 4.L., 5, 6.A., 8 and 13 are all satisfied, and (2) any later than September 1, 2005. At the Closing, the City shall deliver to the Developer (i) the Deed and (ii) possession of the Property, each subject only to the Permitted Exceptions.

E. Building Permits. The Developer agrees to apply for all necessary building permits and approvals within a reasonable time after the execution of this Agreement by the parties and shall provide evidence that all such permits have been issued prior to the Closing or provide evidence or other information satisfactory to the City that such permits are ready to be issued but for the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing Date. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. Upon such termination, the City shall return the Earnest

Money and Performance Deposit to the Developer. If the City is unable to obtain the waiver of such taxes and the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until a Certificate is issued by the City, the Developer shall notify the City that either the property is certified as exempt from taxation or that the real estate taxes have been paid in full within ten days of such payment.

G. Recordation Of Deed. The Developer, at Developer's expense, shall record the Deed at the Office of the Cook County Recorder of Deeds on the Closing Date.

H. Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

I. Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City prior to the Closing Date. Prior to the issuance of a certificate, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any mortgagee permitted hereunder) on any property insurance policies.

J. Legal Opinion. The Developer shall provide a legal opinion in a form reasonably acceptable to the City prior to the Closing Date.

K. Due Diligence. The Developer shall provide due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment -- Cook County and Northern District of Illinois and bankruptcy -- Cook County and United States Bankruptcy Court) prior to the Closing Date.

L. Organization And Authority Documents. The Developer shall provide certified articles of incorporation, bylaws, resolutions and such other corporate authority and organizational documents as the City may reasonably request prior to the Closing Date.

M. Zoning Approval. All requisite zoning approvals have been obtained.

Section 5.

Project Budget; Proof Of Financing.

The total project budget is currently estimated to be Nine Million Nine Hundred Seventy-eight Thousand Two Hundred One Dollars (\$9,978,201). Not less than

thirty (30) days prior to the anticipated Closing Date, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with preliminary project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and construct the Improvements.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer agrees to construct the Improvements on the Property in accordance with the site plans and elevations prepared by LCM Architects L.L.C., dated November 18, 2004, which have been approved by D.P.D. as of the date hereof, are attached hereto as (Sub)Exhibit C and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.

B. Relocation Of Utilities, Curb Cuts And Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project must be approved by the City.

C. Inspection By The City. During the construction of the Project, the Developer agrees to permit the City or its designated inspector or architect reasonable access to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement, prior to Closing. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

The Developer may also erect a temporary sales trailer on the Property, subject to D.P.D.'s reasonable consent.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or any other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by D.P.D. shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 8.

Commencement And Completion Of Improvements.

The conveyance of the Property to the Developer shall not occur unless and until the Developer is prepared to commence construction of the Improvements within thirty (30) days after the Closing Date. In no instance shall (a) the Closing Date occur later than September 1, 2005, (b) construction commence later than October 1, 2005, or (c) construction be completed later than August 1, 2006. D.P.D. shall have discretion to extend the dates in (b) and (c) by up to six (6) months each (i.e. twelve (12) months, in aggregate) by issuing a written extension letter. The Improvements shall be constructed substantially in accordance with the Drawings and in accordance with all applicable laws, regulations and codes.

Section 9.

Certificate Of Completion.

Upon the completion of the Improvements in accordance with this Agreement, the Developer shall request from the City a certificate of completion in a recordable form (a "Certificate"). Recordation of such Certificate shall constitute a conclusive

determination of satisfaction and termination of the covenants in this Agreement and the deed with respect to the obligations of the Developer to construct the Improvements. Within thirty (30) days after receipt of a written request by the Developer for a Certificate, the City shall provide the Developer with either the Certificate or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate upon compliance with the City's response. Upon issuance of the Certificate, the City shall return the Performance Deposit to the Developer. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations and codes.

Section 10.

Restrictions On Use.

The Developer agrees that:

A. The Property shall be devoted to the following uses until ten (10) years after the date the Certificate is issued: not-for-profit purposes, including social services, charitable activities, education, advocacy and similar services and activities. Developer may also by lease or other form of agreement allow up to thirty-five percent (35%) of the net rentable square footage of the Improvements space to be occupied by one (1) or more not-for-profit entities until Developer's full staffing levels have been reached. In no instance shall any portion of the Property be used by any other party other than Developer or such permitted not-for-profit occupants or by for-profit entities established primarily for the benefit of Developer or controlled by or related to Developer (collectively, the "Permitted Occupants"). In no instance shall any portion of the Property be used for residential purposes or for commercial or retail purposes other than by the Permitted Occupants. Developer acknowledges and agrees that the use restrictions set forth in the preceding sentences constitute material, bargained for consideration for the City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to convey the Property to the Developer.

B. The Developer shall not, in violation of applicable laws, discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or the Improvements.

Section 11.

Prohibition Against Transfer Of Property.

Prior to the tenth (10th) anniversary date of issuance of the Certificate, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, but not limited to, anti-scofflaw requirement). Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 12 hereof.

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to the issuance of the Certificate, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining (i) funds necessary to acquire the Property; (ii) funds necessary to construct the Improvements in accordance with the initial construction financing approved by D.P.D. pursuant to Section 5; and (iii) after construction, funds necessary to own, maintain and operate the Property in accordance with the requirements of this Agreement.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at

closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate whether by foreclosure, deed-in-lieu of foreclosure or otherwise and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

Section 14.

Covenants Running With The Land.

The parties agree, and the deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8 and 12 shall terminate upon the issuance of the Certificate.

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 15.B., if the Developer defaults in performing its obligations under this Agreement, the City shall deliver

written notice of such default and the Developer shall have a sixty (60) day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty (60) day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by September 1, 2005. Unless the failure to close is due to circumstances described in Section 15.B. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by such outside Closing Date shall entitle the City to terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

2. Event Of Default. The occurrence of any one (1) or more of the following shall constitute an "Event of Default" after written notice from the City and the applicable cure or grace period (except with respect to Events of Default under Sections 15.C.2.d, 15.C.2.f and 15.C.2.i, which have no notice or cure periods):
 - a. the Developer fails to perform any obligation of Developer under this Agreement; which default is not cured pursuant to Section 15.C.1; or
 - b. the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 15.C.1; or
 - c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing; or
 - d. except as excused by Section 15.B. above, the Developer abandons or substantially suspends the construction work (no notice or cure period shall apply); or

- e. the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 15.C.1; or
 - f. the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or
 - g. the Developer's financial condition, operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements which default is not cured pursuant to Section 15.C.1; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project, which default is not cured pursuant to Section 15.C.1; or
 - i. failure to close by September 1, 2005 (no notice or cure period shall apply), except as excused by Section 15.B. above.
3. Prior To Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.
4. After Conveyance. After Closing, if an Event of Default occurs and is continuing, the City may exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate, the City's right of reverter shall no longer be enforceable but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land.
5. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 15.C.4, the City shall employ its best

efforts to convey the Property (subject to any mortgage lien(s) permitted under this Agreement) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 14.

6. Disposition Of Resale Proceeds. If the City sells the Property, the net proceeds from the sale shall be utilized to reimburse the City for:
 - a. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and
 - b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
 - c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
 - d. any expenditures made or obligations incurred with respect to construction or maintenance of the Improvements; and
 - e. the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as of such sale; and
 - f. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

D. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

*Section 16.**Conflict Of Interest; City's And Developer's
Representatives Not Individually Liable.*

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

*Section 17.**Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) an Event of Default that has occurred; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iv) any actions resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this Agreement.

*Section 18.**Environmental Matters.*

The City makes no covenant, representation or warranty as to the environmental

condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a thirty (30) day right-of-entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right-of-entry for such purpose. The granting of the right-of-entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City. In such event, the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees

that a request to terminate this Agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under C.E.R.C.L.A.) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing. The foregoing indemnity shall not apply, however, to off-site contamination that migrated from the Property to such off-site location prior to the Closing Date.

Section 19.

Developer's Employment Obligations.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

1. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

2. To the greatest extent feasible, the Developer and each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
3. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
4. The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
5. The Developer and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
6. Failure to comply with the employment obligations described in this Section 19.A. shall, subject to the notice and cure provisions of Section 15.C. above, be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate the Employers to agree that during the construction of the Improvements they shall comply with the minimum percentage of total worker hours

performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual’s one (1) and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personnel documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Department in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first (1st) time that an employee’s name appears on a payroll, the date that the company hired the employee should be written in after the employee’s name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of the Department, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent)

shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance which has not been remedied in accordance with the breach and cure provisions contained in Section 15.C. herein, it is agreed that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Developer's budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate the Employers to agree, that during the construction of the Improvements:

1. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq. of the Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of construction of the Improvements, at least the following percentages of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- a. At least twenty-five percent (25%) by M.B.E.s.

- b. At least five percent (5%) by W.B.E.s.
2. For purposes of this Section 19.C. only, the Developer (and any party to whom a contract is let by the Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.
 3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the improvements from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.
 4. The Developer shall deliver monthly reports to the Department describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such documentation may include the following: 1) M.B.E./W.B.E. Utilization Plan, 2) sub-contractor's activity report, 3) contractor's certification concerning labor standards and prevailing wage requirements, 4) contractor's letter of understanding, 5) monthly utilization report, 6) authorization for payroll agent, 7) certified payroll, and 8) evidence that M.B.E./W.B.E. contractor associations have been informed of the project, via written notice and meetings. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by the Developer or a contractor to work on the Improvements, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the Department in determining the Developer's compliance with this

M.B.E./W.B.E. commitment. D.O.H. shall have access to the Developer's books and records, including, without limitation, the general contract, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation. A specific status report shall be provided to D.O.H. when twenty-five percent (25%) of hard construction costs have been incurred.

5. The City shall have the right to terminate this Agreement upon the disqualification of a contractor as a M.B.E. or W.B.E., if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In the event that the Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this Agreement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.
6. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to holding the first official building permit "in-take" meeting with D.C.A.P., the Developer, the Developer's General Contractor and all major subcontractors shall meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its employment obligations, the sufficiency of which must be approved by D.P.D. as a pre-condition to D.P.D.'s approval to allow the Developer to commence with the construction of Improvements. During the construction of the Improvements, the Developer shall submit documentation (as required in Sections 19.A. and 19.C.) to the monitoring staff of D.P.D.. The failure to submit such documentation on a timely basis, or if D.P.D. determines, upon analysis of the documentation, that the Developer is not complying with its employment obligations described in this Section 19, shall upon the delivery of written notice to, be deemed a default. In such event, in addition to any remedies described in this Section 19, the City may:

(1) issue a written demand to the Developer to halt construction of Improvements; (2) withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (3) seek any other remedies against the Developer available at law or in equity.

E. May 26, 2004 Ordinance. In the event of a conflict between Section 19.A. through Section 19.D. and the M.B.E./W.B.E. ordinance passed by the City Council of the City on May 26, 2004, as determined by the Corporation Counsel of the City, the provisions of such ordinances shall control and this Section 19 shall be construed accordingly.

F. Disabilities Employment Commitment. Consistent with Section 2-92-585, et seq. of the Municipal Code of the City, the Developer and the Employers shall, to the extent practicable, use firms during the construction of the Improvements which have been certified as a Business Enterprise Owned By People With Disabilities ("B.E.P.D.") by the City's Department of Procurement Services or are otherwise owned or operated by individuals with disabilities within the meaning of Section 2-92-585 of the Municipal Code.

Section 20.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 21.

Headings.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

Section 22.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with

respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 23.

Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 24.

Notices.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street
Room 1000 -- City Hall
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

Access Living of Metropolitan Chicago
614 West Roosevelt Road
Chicago, Illinois 60607
Attention: Marca Bristo

with a copy to:

Sidley, Austin, Brown & Wood, L.L.P.
10 South Dearborn Street
Chicago, Illinois 60603
Attention: Scott Saef

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

Section 27.

Termination.

In the event that the Closing has not occurred by September 1, 2005, then the City may terminate this Agreement upon written notice to the Developer.

Section 28.

Recordation Of Agreement.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this Agreement shall pay the recording fees.

Section 29.

Consent And Approval.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

Section 30.

Other Acts.

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

In Witness Whereof, The parties have caused this Agreement to be executed on or as of the date first above written.

41089

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Denise M. Casalino, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2004.

Notary Public

(Sub)Exhibit "C" referred to in this Agreement with Access
Living of Metropolitan Chicago for the Sale and
Redevelopment of Land unavailable
at time of printing.]

[(Sub)Exhibit "A" Referred to in this Agreement with Access
Living of Metropolitan Chicago for the Sale and
Redevelopment of Land constitutes
Exhibit "A" to the ordinance
and is printed on page
41064 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Agreement with Access Living of Metropolitan Chicago for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "B".

(To Agreement With Access Living Of Metropolitan
Chicago For Sale And Redevelopment Of Land)

Narrative Description Of Project.

Access Living of Metropolitan Chicago is a not-for-profit organization that provides social services, advocates on behalf of persons with disabilities and provides public education on disability issues. It will construct a building of between approximately thirty-five thousand (35,000) and thirty-nine thousand two hundred (39,200) square feet that will serve as its corporate headquarters and related purposes, subject to a maximum floor area ratio of three and five-tenths (3.5) that shall be allocated to the approximately eleven thousand two hundred (11,200) square foot Project Site, which is part of a larger City-owned site previously occupied by the 18th District Police Station. The Project is anticipated to include approximately twenty-three (23) parking spaces, eighteen (18) of which shall be below grade (twelve (12) ADA compliant) and five (5) enclosed spaces on the first (1st) floor of the building (two (2) ADA compliant). The building is designed to be masonry construction with a significant amount of glazing. It will include many "green" building design features including a green roof and an interior environment designed to be usable by persons with multiple chemical sensitivities.

AUTHORIZATION FOR ACQUISITION OF PROPERTY WITHIN
PILSEN TAX INCREMENT FINANCING DISTRICT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Commissioner of Planning and Development authorizing the acquisition of property in the Pilsen T.I.F. District, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on June 10, 1998 and published at pages 70521 -- 70686 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project ("Plan") for the Pilsen Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. ("Act")); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at page 70685 and pages 70687 -- 70699 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the industrial district comprising a portion of the Area was designated as a "blighted area" and the commercial district comprising the remainder of the Area was designated as a "conservation area", and the entire Area designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on June 10, 1998 and published at pages 70700 -- 70713 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan was amended by that certain Amendment Number 1 to the Plan adopted by the City Council on November 12, 2003 and published at pages 12143 -- 12302 of the *Journal of the Proceedings of the City Council of the City of Chicago*; and

WHEREAS, The Plan was amended by that certain Amendment Number 2 to the Plan adopted by the City Council on September 1, 2004 and published at pages 29482 -- 29664 of the *Journal of the Proceedings of the City Council of the City of Chicago*; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, The specific redevelopment objectives of the Plan include, among other things, assembling land into parcels of appropriate shape and sufficient size for redevelopment in accordance with the Plan, and creating an environment which stimulates private investment in expanding in upgrading and expanding existing industries and the construction of new businesses and industrial facilities; and

WHEREAS, It is necessary to acquire the parcels of property located in the Area listed on the attached Exhibit A (the "Parcels"), in order to achieve the objectives of the Plan; and

WHEREAS, By Resolution Number 04-CDC-098, adopted by the Community Development Commission of the City of Chicago ("Commission") on November 9, 2004, the Commission recommended the acquisition of the Parcels; and

WHEREAS, The City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2, 74.3 and 74.4 of the Illinois Municipal Code; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Parcels for public purposes and for purposes of implementing the objectives of the Plan for the Department of Planning and Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owners of the Parcels for the purchase of each Parcel. If the Corporation Counsel and the owner(s) of a Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Parcel on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of a Parcel on the terms of the purchase, or if the owner(s) are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Parcel under the City's power of eminent domain. Such acquisition efforts shall commence within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred within such period upon the City's delivery of an offer letter to the owner(s) of a Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Acquisition Parcels.*

Number	Permanent Index Number	Property Address
1.	17-30-400-010	2925 South Damen Avenue
2.	17-20-442-001	946 West Cermak Road
3.	17-20-442-001	1016 West Cermak Road
4.	17-29-100-050; 17-29-100-041	2205 South Ashland Avenue; 2243 South Ashland Avenue
5.	17-29-203-010; 17-29-203-011	2372 South Lumber Street
6.	17-29-202-029; 17-29-202-030; 17-29-202-031; 17-29-202-032	2248 South Halsted Street; 2250 South Halsted Street; 2256 South Halsted Street; 2258 South Halsted Street
7.	17-29-203-004; 17-29-203-005; 17-29-203-006; 17-29-203-007	2300 South Halsted Street; 2308 South Halsted Street; 2310 South Halsted Street; 813 West 23 rd Street
8.	17-29-202-004-006; 17-29-202-010-013; 17-29-202-033 and -034	813, 815, 817, 821, 823, 829, 831 and 833 West 22 nd Place, 2236 South Halsted Street
9.	17-21-322-017 and -020; 17-21-322-040 and -041; 17-21-323-003 and -013; 17-21-323-028 and -030; 17-21-323-038 and -039; 17-21-323-018; 17-21-323-007;	1925, 1927, 1931, 1935, 1937, 1941, 1943 and 1947 South Desplaines Street 1928, 1930, 1936 and 2137, 2139, 2141 South Jefferson Street

Number	Permanent Index Number	Property Address
10.	17-30-000-002-010 and -011	2201, 2301 South Blue Island Avenue
11.	17-30-300-053	2816 South Leavitt Street
12.	17-20-335-008	2100 South Racine Avenue
13.	17-30-210-039	2255 South Paulina Street
	17-30-210-061 and -062	2243 South Blue Island Avenue
14.	17-29-203-008; 17-29-203-021; 17-29-200-028 and -029	955 West Cermak Road; 2419 South Lumber Street

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 1234 WEST ADAMS STREET FOR
DEPARTMENT OF POLICE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Commissioner of General Services authorizing the execution of a lease renewal located at 1234 West Adams Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago a lease with LaSalle Bank National Association, not personally but solely as trustee under that certain Trust Agreement dated September 18, 1997, and known as Trust Number 121263 and David E. Groobman, as sole beneficiary under the trust, as landlord, for approximately seventeen thousand six hundred thirty-six (17,636) square feet of vacant land located at 1234 West Adams Street, for use by the Department of Police, as tenant, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the form attached hereto as Exhibit A.

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Lease Number 12057.

This lease ("Lease") is made and entered into this ___ day of _____, 200__, by and between the City of Chicago, an Illinois municipal corporation ("Tenant") and Lasalle Bank National Association, not personally but solely as trustee under that certain Trust Agreement dated September 18, 1997, and known as Trust Number 121263 ("Trust") and David E. Groobman, as sole beneficiary under the Trust ("Beneficiary" and together with the Trust, "Landlord").

Recitals.

Whereas, The Trust is the fee owner of the vacant land located at 1234 West Adams Street, Chicago, Illinois, consisting of approximately seventeen thousand six hundred thirty-six (17,636) square feet and identified by Permanent Index Numbers 17-17-109-019 through -021, as legally described on (Sub)Exhibit A attached hereto (the "Premises"); and

Whereas, The Beneficiary is the sole beneficiary under the Trust; and

Whereas, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises to be used as a parking lot by the Department of Police;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the term and upon the conditions hereinafter provided.

*Section 2.**Term.*

The term of this Lease ("Term") shall commence on February 1, 2005 ("Commencement Date") and shall end on January 31, 2010, unless sooner terminated as set forth in this Lease.

*Section 3.**Rent, Taxes And Utilities.***3.1 Rent.**

During the Term, Tenant shall pay to Landlord for the Premises a fixed rent (the "Base Rent") as follows:

(a) Seven Thousand Two Hundred Thirty-seven and 62/100 Dollars (\$7,237.62) per month for the period beginning February 1, 2005, and ending on January 31, 2006.

(b) Seven Thousand Four Hundred Fifty-four and 75/100 Dollars (\$7,454.75) per month for the period beginning on February 1, 2006, and ending on January 31, 2007.

(c) Seven Thousand Six Hundred Seventy-eight and 39/100 Dollars (\$7,678.39) per month for the period beginning on February 1, 2007, and ending on January 31, 2008.

(d) Seven Thousand Nine Hundred Eighty-five and 53/100 Dollars (\$7,985.53) per month for the period beginning on February 1, 2008, and ending on January 31, 2009.

(e) Eight Thousand Three Hundred Eighty-four and 80/100 Dollars (\$8,384.80) per month for the period beginning on February 1, 2009, and ending on January 31, 2010.

Tenant shall pay said Base Rent to Landlord at Landlord's address set forth in Section 10.1, or to such other address as Landlord may from time to time designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer charges, water charges and other levies assessed against the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, telephone, power and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Maintenance, Use, Alterations And Additions.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants and agrees that the Premises shall at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Laws") which may be applicable to the Premises or to the use or manner of use of the Premises; and

(b) contain no environmentally hazardous materials. Landlord's duty under this Section 4.1 shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying rent and upon keeping, observing and performing the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or interference by Landlord or by any person or persons claiming under Landlord.

4.2 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this Lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all Laws. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that no such entry shall be made without reasonable advance notice or shall interfere with the conduct of Tenant's business. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that it shall be the responsibility of Tenant, at Tenant's expense or direction, to comply with the Americans with Disabilities Act of 1990. Tenant further agrees that Landlord shall have no duty, except as specifically set forth herein, to provide any services to Tenant in connection with the Premises, including, but not limited to:

- (a) scavenger services;
- (b) security for the Premises or any employees, agents, guests or invitees on the Premises, all such security, if any, to be the sole responsibility of Tenant; and
- (c) snow removal or removal of debris from the Premises, all such duties to be the obligation of the Tenant.

Landlord shall not be liable for any interruptions or inability to use the Premises due to any reason other than Landlord's breach of any specific obligation set forth in this Lease, nor shall Tenant be entitled to any abatement of rent by reason of Tenant's inability to use the Premises due to any reason other than Landlord's breach of any specific obligation set forth in this Lease.

4.3 Use Of The Premises.

Tenant shall use the Premises as a parking lot or for such other lawful purpose agreed to in writing by Landlord, and for no other purpose. Tenant shall not do or suffer any waste or damage to the Premises, nor shall Tenant damage any buildings, improvements, fixtures or equipment located on the Premises. In addition, Tenant agrees that no repairs to automobiles or any other activity in the nature of an automobile repair shop shall occur on the Premises. Tenant shall comply in all respects with all Laws applicable to Tenant's use and occupancy of the Premises, and shall not, directly or indirectly, make any use of the Premises that would be dangerous to person or property, or that would jeopardize any insurance coverage, increase the cost of insurance or require additional insurance coverage. If Landlord's insurance carrier determines that Tenant's use and occupancy of the Premises (other than for a parking lot) causes an increase in the Liability Insurance

premiums, then Tenant shall immediately pay to Landlord the amount of such increase.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements to the Premises as may be necessary for the purpose of operating a parking lot, provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold such consent. Any such alterations, additions and improvements shall be at the sole cost and expense of Tenant. If, however, Landlord makes or pays for any alterations, additions or improvements to the Premises, whether temporary or permanent in character, such alterations, additions and improvements shall, without compensation to Tenant, become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall be relinquished to Landlord in good condition, ordinary wear and tear excepted.

4.6 Tenant's Representation Regarding Hazardous Materials.

Tenant represents and warrants to Landlord that it shall keep the Premises free at all times from any environmental violation, waste, hazard or damage, including hazardous materials, and shall not violate any state or federal environmental statute, regulation or order.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof, without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold such consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. Landlord shall deliver to Tenant a copy of the Liability Insurance policy, or a certificate of such policy issued by the Landlord's insurance carrier setting forth in full the provisions thereof, on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability.

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary noncontributory basis for any liability arising directly or indirectly from this Lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois. All policies used to provide the coverage required by this Lease shall be endorsed to require the insurer to provide notice to Tenant and Landlord of at least thirty (30) days prior to material alteration, cancellation or non-renewal.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant and its officers, agents, agencies, departments and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this Lease, provided that Tenant has provided Landlord with proper and timely written notice.

6.5 Tenant's Indemnification.

Tenant represents and warrants to Landlord that Tenant is self-insured. In addition, Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason of Tenant's negligent performance of or failure to perform any of its obligations under this Lease, provided that Landlord has provided Tenant with proper and timely written notice.

6.6 Waiver Of Claims.

Except as provided in Section 6.4 above and to the extent not prohibited by law or covered by insurance carried in favor of Tenant, Landlord and its officers, agents, servants and employees shall not be liable for any damage either to person or property sustained by Tenant or its guests, invitees, employees, or other persons due to the happening of any accident or event in or about the Premises, or due to any act or neglect of Tenant, its guests, invitees, employees or any other person. Tenant further agrees that all personal property of Tenant, its employees, guests or invitees, located on the Premises, shall be at risk of Tenant only and that Landlord shall not be liable for any loss or damage thereto or theft thereof unless caused by Landlord's willful and gross negligence.

6.7 Limitation On Landlord's Liability.

It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, or successors or assigns, and any liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest in the Premises and no personal liability is assumed by, nor at any time may be asserted against, Landlord or its successors or assigns or their officers, employees, agents or representatives, all such liability, if any, being expressly waived and released by Tenant.

Section 7.

Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant

shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect, unless Landlord can rebuild the Premises in thirty (30) days. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. However, if there is a casualty event, and normal business operations are interrupted, but the Tenant does not elect to terminate, rent shall abate during the time period that the Premises is not usable.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of Tenant, nor any member of any board, commission or agency of Tenant, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to Tenant.

Section 9.

Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning February 1, 2010 and the rent shall be at the same rate as

set forth in Section 3.1(e) of this Lease. However, commencing after six (6) months from termination of the Lease, Landlord will be entitled to remedies as pursuant to Illinois statutes.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests required or permitted hereunder shall be in writing and delivered by national overnight courier or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If To Tenant:

Department of General Services
Bureau of Contracts Administration
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

If To Landlord:

David E. Groobman
1927 Senda Rocosa Drive
Boulder, Colorado 80303

or to such other address as either party may from time to time designate by written notice to the other. Any notice, demand or request given in the manner aforesaid shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant

respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Either party shall have the right to terminate this Lease at any time after January 31, 2006, by providing the other party with prior written notice of at least one hundred twenty (120) days; such early termination shall be without prepayment or penalty.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Tenant.

11.1

Tenant shall keep free of debris the area where cars are parked.

11.2

Upon termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

11.3

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.4

Tenant shall not perform or permit any activity that is injurious to the Premises.

11.5

Tenant shall keep the Premises free of any materials which cause a fire hazard or safety hazard, and shall comply with reasonable requirements of Landlord's insurance carrier; and shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

11.6

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.

*Section 12.**Renewal.*

Nine (9) months prior to expiration of the Lease the Tenant will contact Landlord by written notice of its intention to renew the Lease.

*Section 13.**Landlord's Representations.*

The Landlord hereby represents and warrants to the Tenant as follows:

13.1

The Beneficiary is the sole beneficiary under that certain Trust Agreement dated September 18, 1997, and known as Trust Number 121263 of LaSalle Bank National Association.

13.2

True and correct copies of the Trust Agreement and all amendments thereto (if any) are attached hereto as (Sub)Exhibit B; the Trust Agreement has not been amended except for such amendments as may be attached hereto; the beneficial interest thereunder has not been assigned; and the Trust Agreement remains in full force and effect.

13.3

The Beneficiary is empowered to direct LaSalle Bank National Association, as trustee, to lease all of its right, title and interest in the Premises.

13.4

The Beneficiary is empowered to execute such instruments and perform such obligations as may be necessary and/or convenient to such lease.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Tenant:

The City of Chicago, an Illinois
municipal corporation

By: Department of General Services

By: _____
Michi E. Pena,
Commissioner

1/11/2005

SPECIAL MEETING

41111

Approved:

Department of Police

By: _____
Philip J. Cline,
Superintendent

Approved As To Form And Legality:

Department of Law

By: _____
Assistant Corporation Counsel

Landlord:

LaSalle Bank National Association, not
personally but solely as trustee under
trust agreement dated September 18,
1997 and known as Trust Number
121263

By: _____

By: _____
David E. Groobman

[(Sub)Exhibit "B" referred to in this Lease Agreement
with LaSalle Bank National Association
unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Lease Agreement with LaSalle Bank National
Association reads as follows:

(Sub)Exhibit "A".
(To Lease Agreement With LaSalle
Bank National Association)

Legal Description Of Property.

[Insert Legal Description From Trust Agreement]

Commonly Known As:

1234 West Adams Street
Chicago, Illinois.

Permanent Index Numbers:

17-17-109-019-0000;
17-17-109-020-0000; and
17-17-109-021-0000.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 022
(30.24) AND 023 (30.31) WHICH PROHIBITS ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE
GOODS LICENSES, RESPECTIVELY, ON PORTION
OF NORTH PULASKI ROAD.

The Committee on License and Consumer Protection submitted the following report:

1/11/2005

SPECIAL MEETING

41113

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Ariel Reboyras (which was referred on December 8, 2004) to amend Section 4-60-022 of the Municipal Code of Chicago by inserting a new subsection 4-60-022 (30.24) and to amend Section 4-60-023 of the Municipal Code of Chicago by inserting a new subsection 4-60-023 (30.31) prohibiting further issuance of licenses for the sale of alcoholic liquor on portions of North Pulaski Road, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 10, 2005.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsection 4-60-022 (30.24), as follows:

4-60-22 Restrictions On Additional Licenses.

Subject to the provisions of Subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

(30.24) On North Pulaski Road from West Addison Street to West Byron Avenue.

* * * * *

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-023 (30.31), as follows:

4-60-23 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of Subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

(30.31) On North Pulaski Road from West Addison Street to West Byron Avenue.

* * * * *

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION
OF SUBSECTION 27.399 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF
NORTH CLINTON STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Burton Natarus (which was referred on December 15, 2004) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (27.399), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 10, 2005.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (27.399).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 233 OF MUNICIPAL CODE
OF CHICAGO BY ALLOWING BOOTING OPERATIONS BY
PRIVATE COMPANIES ON PRIVATE PROPERTY
WITHIN FORTIETH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Patrick O'Connor (which was referred on December 1, 2004), amending Chapter 4-233 of the Municipal Code by including the 40th Ward in a pilot program permitting the "booting" of vehicles on

1/11/2005

SPECIAL MEETING

41117

private property by private firms, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 10, 2005.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City of Chicago of the City of Chicago:

SECTION 1. Section 4-233-060 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-233-060 Geographical Restrictions.

No person requiring a license under this chapter shall engage in booting operations at any location that is outside the 1st Ward, 27th Ward, 30th Ward, 32nd Ward, 33rd Ward, 40th Ward, 43rd Ward or 44th Ward, as defined on the effective date of this chapter and as amended during the effective period of this chapter.

SECTION 2. This ordinance shall be in full force and effect following its passage and approval.

Re-Referred -- AMENDMENT OF TITLE 4, CHAPTER 4, SECTION 335
OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING
RETAIL SALE OF ETCHING MATERIALS OR
ETCHING EQUIPMENT.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Manuel Flores and others (which was referred on December 1, 2004) to amend Section 4-4-335 of the Municipal Code of Chicago prohibiting the sale of etching materials/etching equipment, begs leave to recommend that Your Honorable Body *Re-Refer* the ordinance which is transmitted herewith to the Committee on Police and Fire.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 10, 2005.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the ongoing committee report was *Re-Referred to the Committee on Police and Fire* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING
ZONES ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 31, May 5, 26, June 23, July 21, September 1 and November 1, 2004) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones, for the distances specified, during the hours indicated:

Ward	Location
1	West Division Street (north side) from a point 120 feet east of North Damen Avenue, to a point 25 feet east thereof -- loading zone -- 6:00 P.M. to 3:00 A.M. -- Monday through Saturday -- tow-away zone (04-02030241);
6	East 75 th Street (north side) from a point 80 feet east of South Vernon Avenue, to a point 25 feet east thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (04-01853646);

Ward	Location
25	South Hoyne Avenue (east side) from a point 25 feet north of West 22 nd Place, to a point 100 feet north thereof -- loading zone -- 8:00 A.M. to 2:00 A.M. -- tow-away zone (04-01855664);
25	West 24 th Place (north side) from a point 30 feet west of South Oakley Avenue, to a point 25 feet west thereof -- loading zone -- 9:00 A.M. to 11:00 P.M. -- tow-way zone (04-01855636);
27	West Grand Avenue (north side) from a point 200 feet east of North Noble Street, to a point 25 feet east thereof -- loading zone -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (04-01674706);
27	West Hubbard Street (south side) from a point 20 feet east of North Ada Street, to a point 25 feet east thereof (04-01856259);
30	West Belmont Avenue (north side) from a point 315 feet west of North Laramie Avenue, to a point 20 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 12:00 A.M. (04-01675090);
31	West Belmont Avenue (west side) from a point 190 feet east of North Keeler Avenue, to a point 22 feet east thereof -- loading zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone (04-01856533);

Ward	Location
32	West Diversey Avenue (south side) from a point 85 feet east of North Lincoln Avenue, to a point 20 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday (04-02047842);
32	North Damen Avenue (west side) from a point 50 feet south of North McLean Avenue, to a point 35 feet south thereof -- loading zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (04-00974431);
32	West Division Street (south side) from a point 80 feet west of North Hoyne Avenue, to a point 25 feet west thereof -- loading zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (04-01384257);
38	North Knox Avenue (east side) from a point 485 feet south of West Montrose Avenue, to a point 100 feet south thereof -- loading zone -- 7:00 A.M. to 9:00 A.M. and 2:00 P.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (04-01862270);
47	North Lincoln Avenue (west side) from a point 20 feet south of West Winnemac Avenue, to a point 25 feet south thereof -- 15 minute loading zone -- use flashers -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone (04-02052283).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed February 8, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 65444) which reads:

“North Southport Avenue (west side) from a point 53 feet north of West Oakdale Avenue, to a point 32 feet north thereof -- loading zone -- 6:00 P.M. to 11:00 P.M. -- Monday, Tuesday, Thursday and Friday -- 1:00 P.M. to 11:00 P.M. -- Wednesday, Saturday and Sunday”

by striking the above (32nd Ward) (04-01675533).

SECTION 2. Amend ordinance passed October 1, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 53226) which reads:

“North Halsted Street (west side) from a point 200 feet south of West Armitage Avenue, to a point 25 feet south thereof -- loading zone -- 6:00 P.M. to 1:00 A.M. -- Tuesday through Sunday”

by striking:

“6:00 P.M. -- Tuesday through Sunday”

and inserting:

“10:00 A.M. -- all days” (43rd Ward) (04-01677038).

SECTION 3. Amend ordinance passed December 11, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 36435) which reads:

“West Armitage Avenue (north side) from a point 145 feet west of North Halsted Street, to a point 45 feet west thereof -- loading zone -- 12:00 P.M. to 1:00 A.M.”

by striking:

“12:00 P.M.”

and inserting:

“9:00 A.M.” (43rd Ward) (04-01678708).

SECTION 4. Amend ordinance passed December 11, 1991 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11121) which reads:

"North Halsted Street (west side) from a point 20 feet south of North Willow Street, to a point 25 feet south thereof -- loading zone -- 6:00 P.M. to 12:00 A.M. -- Monday through Friday"

by striking:

"6:00 P.M."

and inserting:

"8:00 A.M." (43rd Ward) (04-01678719).

SECTION 5. Amend ordinance passed November 1, 1967 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1192) which reads:

"West Addison Street (south side) from a point 100 feet east of North Clark Street, to a point 50 feet east thereof -- loading zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"100 feet east"

and inserting:

"115 feet east" (44th Ward) (04-02183899).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

1/11/2005

SPECIAL MEETING

41125

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 23, July 21 and November 1, 2004) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
2	For the alley of the 1800 block of South Indiana Avenue -- northerly (04-02168331);
13	South Menard Avenue, from West 63 rd Street to West 60 th Street -- northerly (04-01670240);
15	South Wood Street, from West 61 st Street to West 59 th Street -- northerly (04-01670675);
18	South Francisco Avenue, from West 83 rd Street to West 85 th Street -- northerly (04-01670967);
18	South Whipple Street, from West 83 rd Street to West 85 th Street -- southerly (04-01670936);
18	South Hamilton Avenue, from West 83 rd Street to West 84 th Street -- southerly (04-01670985);
34	The first north/south alley between South Green Street and South Halsted Street, from West 111 th Street to West 112 th Street -- southerly (04-02048016);
34	The first north/south alley between South Green Street and South Halsted Street, from West 106 th Street to West 107 th Street -- southerly (04-02049921).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed December 12, 1967 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1389) which reads:

"South Avenue F, from East 110th Street to East 103rd Street -- northerly"

by striking:

"East 110th Street"

and inserting:

"East 112th Street" (10th Ward) (04-01853732).

SECTION 2. Repeal ordinance passed November 14, 1978 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 8683) which reads:

"South Paulina Street, from West 67th Street to West 74th Street -- southerly"

by striking the above and amend ordinance passed November 1, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 9082) which reads:

"South Paulina Street, from West 70th Street to West 71st Street -- southerly"

by striking:

"West 71st Street"

and inserting:

"West 72nd Street" (17th Ward) (04-01854915).

SECTION 3. Repeal ordinance passed February 27, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 80225) which reads:

"north/south alley east of South Loomis Street, from West 117th Street to West 118th Street -- southerly"

by striking the above (34th Ward) (04-02049971).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 1, 2004) proposed ordinances and orders to establish and amend parking meters, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location And Limitation
27	800 block of North Milwaukee Avenue (both sides) between West Chicago Avenue and West Willard Court -- 25 cents per hour;
42	71 South Wacker Drive (on Wacker Drive);
42	71 South Wacker Drive (on Franklin Street);
42	71 South Wacker Drive (on Monroe Street);
42	West Kinzie Street (westbound) from North Canal Street to North Jefferson Street -- 25 cents for 30 minutes -- 1 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
47	North Western Avenue (both sides) from West Addison Street to West Waveland Avenue -- 25 cents per hour -- 2 hour limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Meter Areas.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Replacement of Meter Number 11225 (south side) and 43861 (north side) 25 cents for 15 minutes -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- all days for West Webster Street (43rd Ward).

SECTION 2. Amend meters

by striking:

“9:00 A.M. to 9:00 P.M.”

and inserting:

“7:00 P.M. to 9:00 P.M. (Meter Number 447093) for 3761 North Halsted Street (46th Ward).

SECTION 3. Amend meter 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 25 cents for 1 hour -- 2 hour maximum

by striking:

“1 hour -- 2 hour maximum”

and inserting:

“15 minute/15 minute maximum (Meter Number 466048) for 1148 West Leland Avenue (north side) from North Broadway to North Racine Avenue” (48th Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTION OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 5, 2003, January 14, February 11, March 10, 31, May 5, June 23, July 21, September 1, 29, November 1, 2004 and January 10, 2005) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Prohibition At All Times.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
1	West North Avenue (south side) from a point 150 feet east of North Wood Street, to a point 25 feet east thereof -- 2% reserved parking (04-01666974);
1	North Rockwell Street (east side) from a point 20 feet north of West North Avenue, to a point 25 feet north thereof -- 2% reserved parking (04-01853290);
30	North Karlov Avenue (west side) from a point 30 feet north of West Cortland Street, to a point 25 feet north thereof -- 2% reserved parking (04-01384131);
47	North Ravenswood Avenue (east side) from a point 98 feet north of West Montrose Avenue, to a point 10 feet thereof -- 2% reserved parking (04-02052314).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed November 16, 1964 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3339) which reads:

"North Dearborn Street (west side) from a point 225 feet south of West Schiller Street, to a point 25 feet south thereof -- no parking anytime"

by striking the above and inserting:

"North Dearborn Street (west side) from a point 235 feet south of West Schiller Street, to a point 27 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes" (42nd Ward) (04-01676714).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
1	At 2162 North Rockwell Street -- Disabled Parking Permit 43961;
2	At 1400 South Indiana Avenue (signs posted on West 14 th Street);

Ward	Location
5	At 7233 South Paxton Avenue -- Disabled Parking Permit 43707;
7	At 8925 South Crandon Avenue -- Disabled Parking Permit 43058;
7	At 7751 South Luella Avenue -- Disabled Parking Permit 41564;
7	At 8500 South Saginaw Avenue (install at 2658 East 85 th Street) Disabled Parking Permit 43061;
7	At 9724 South Van Vlissingen Road -- Disabled Parking Permit 41573;
8	At 7659 South Cornell Avenue (install on East 77 th Street) Disabled Parking Permit 42329;
8	At 8129 South Cornell Avenue -- Disabled Parking Permit 43502;
8	At 9834 South Dobson Avenue -- Disabled Parking Permit 43500;
8	At 8102 South Harper Avenue -- Disabled Parking Permit 43482;
8	At 8143 South Harper Avenue -- Disabled Parking Permit 43486;
8	At 8420 South Oglesby Avenue -- Disabled Parking Permit 43489;
8	At 9834 South Dobson Avenue -- Disabled Parking Permit 43500;

Ward	Location
8	At 8129 South Cornell Avenue -- Disabled Parking Permit 43502;
8	At 8143 South Harper Avenue -- Disabled Parking Permit 43486;
8	At 8420 South Oglesby Avenue -- Disabled Parking Permit 43489;
10	At 11117 South Green Bay Avenue -- Disabled Parking Permit 42382;
11	At 3217 South Archer Avenue (signs posted at 3210 South Paulina Street);
11	At 4420 South Union Avenue -- Disabled Parking Permit 42587;
11	At 831 West 34 th Street -- Disabled Parking Permit 43714;
11	At 2810 South Wells Street -- Disabled Parking Permit 42593;
11	At 2910 South Normal Avenue -- Disabled Parking Permit 42584;
11	At 534 West 43 rd Street -- Disabled Parking Permit 29268;
11	At 1038 West 31 st Place -- Disabled Parking Permit 42604;
12	At 3110 West 25 th Street -- Disabled Parking Permit 43381;
13	At 5524 West 64 th Street -- Disabled Parking Permit 41477;

Ward	Location
13	At 5136 West 63 rd Place -- Disabled Parking Permit 43655;
13	At 5719 South Kildare Avenue -- Disabled Parking Permit 43651;
13	At 6645 South Kilpatrick Avenue -- Disabled Parking Permit 43443;
13	At 3824 West 63 rd Place -- Disabled Parking Permit 40584;
13	At 5622 South Kolmar Avenue -- Disabled Parking Permit 43654;
13	4128 West 56 th Place (install at 4130 West 56 th Place) Disabled Parking Permit 37165;
13	At 3921 West 65 th Place -- Disabled Parking Permit 40569;
14	At 4117 South Albany Avenue -- Disabled Parking Permit 43845;
14	At 4622 South Christiana Avenue -- Disabled Parking Permit 42121;
14	At 5815 South Sacramento Boulevard-- Disabled Parking Permit 43581;
14	At 5434 South Spaulding Avenue -- Disabled Parking Permit 41329;
14	At 4442 South Whipple Street -- Disabled Parking Permit 43574;
15	At 6116 South Fairfield Avenue -- Disabled Parking Permit 42950;
15	At 6344 South Artesian Avenue -- Disabled Parking Permit 42953;

Ward	Location
15	At 6406 South Honore Street -- Disabled Parking Permit 43132;
15	At 6318 South Winchester Avenue -- Disabled Parking Permit 42943;
16	At 5811 South Bishop Street -- Disabled Parking Permit 42067;
16	At 6431 South Aberdeen Street -- Disabled Parking Permit 40845;
16	At 5605 South Carpenter Street -- Disabled Parking Permit 42083;
16	At 5642 South Campbell Avenue -- Disabled Parking Permit 41831;
17	At 7436 South Eggleston Avenue -- Disabled Parking Permit 41624;
17	At 7440 South Eggleston Avenue -- Disabled Parking Permit 41622;
17	At 7917 South Lowe Avenue -- Disabled Parking Permit 41362;
17	At 7624 South May Street -- Disabled Parking Permit 41629;
17	At 8029 South Stewart Avenue -- Disabled Parking Permit 36365;
17	At 1251 West 73 rd Place -- Disabled Parking Permit 42355;
19	11622 South Campbell Avenue -- Disabled Parking Permit 42191;
20	At 5645 South Calumet Avenue (signs posted at 5647 South Calumet Avenue) Disabled Parking Permit 32785;

Ward	Location
20	At 918 West 53 rd Street -- Disabled Parking Permit 43303;
21	At 8031 South Ada Street -- Disabled Parking Permit 41814;
21	At 8312 South Elizabeth Street -- Disabled Parking Permit 41215;
22	At 4032 West 24 th Place -- Disabled Parking Permit 39418;
22	At 3240 South Avers Avenue -- Disabled Parking Permit 39416;
22	At 2651 South Drake Avenue -- Disabled Parking Permit 42689;
22	At 2745 South Karlov Avenue -- Disabled Parking Permit 42673;
22	At 2859 South Ridgeway Avenue -- Disabled Parking Permit 42685;
22	At 4225 West 24 th Place -- Disabled Parking Permit 42682;
23	At 5211 South Kilbourn Avenue -- Disabled Parking Permit 41471;
23	At 5755 South Parkside Avenue -- Disabled Parking Permit 43968;
23	At 4752 South Kedvale Avenue -- Disabled Parking Permit 41912;
23	At 5429 South Kedvale Avenue -- Disabled Parking Permit 43547;
23	At 5212 South Kolin Avenue -- Disabled Parking Permit 41459;

Ward	Location
23	At 4724 South Lavergne Avenue -- Disabled Parking Permit 43099;
23	At 6055 South Moody Avenue -- Disabled Parking Permit 43555;
23	At 5233 South Merrimac Avenue -- Disabled Parking Permit 43546;
24	At 1916 South Homan Avenue -- Disabled Parking Permit 43717;
24	At 3806 West Congress Parkway -- Disabled Parking Permit 41927;
25	At 1108 West Polk Street -- Disabled Parking Permit 43143;
25	At 1654 West 21 st Place -- Disabled Parking Permit 43417;
26	At 2642 West Potomac Avenue -- Disabled Parking Permit 42456;
26	At 3526 West Beach Avenue -- Disabled Parking Permit 37570;
27	At 3710 West Huron Street -- Disabled Parking Permit 42727;
27	At 3840 West Huron Street -- Disabled Parking Permit 38469;
28	At 3347 West Fulton Boulevard -- Disabled Parking Permit 43120;
29	At 5234 West Monroe Street -- Disabled Parking Permit 43763;
29	At 935 North Austin Boulevard (install signs at 5964 West Walton Street) Disabled Parking Permit 42762;

Ward	Location
29	At 5720 West Huron Street -- Disabled Parking Permit 42756;
30	At 4315 West McLean Avenue -- Disabled Parking Permit 42052;
31	At 4150 West Belden Avenue -- Disabled Parking Permit 43269;
31	At 2123 North Kilbourn Avenue -- Disabled Parking Permit 32127;
31	At 4027 West Oakdale Avenue -- Disabled Parking Permit 32124;
31	At 4134 West Nelson Street -- Disabled Parking Permit 32124;
31	At 5240 West Wellington Avenue -- Disabled Parking Permit 43248;
33	At 4025 North Richmond Street -- Disabled Parking Permit 42414;
34	At 10317 South Union Avenue -- Disabled Parking Permit 43362;
34	At 11340 South May Street -- Disabled Parking Permit 43365;
34	At 12026 South Harvard Avenue -- Disabled Parking Permit 41664;
34	At 1334 West 111 th Place -- Disabled Parking Permit 42885;
34	At 10522 South Eggleston Avenue -- Disabled Parking Permit 43355;
35	At 2640 North Richmond Street -- Disabled Parking Permit 42236;

1/11/2005

SPECIAL MEETING

41141

Ward	Location
36	At 6333 West Eddy Street -- Disabled Parking Permit 42650;
37	At 2235 North Parkside Avenue -- Disabled Parking Permit 43016;
37	At 1415 North Linder Avenue -- Disabled Parking Permit 40279;
37	At 2057 North Lockwood Avenue -- Disabled Parking Permit 32115;
37	At 2043 North Leamington Avenue -- Disabled Parking Permit 43013;
37	At 1410 North Linder Avenue -- Disabled Parking Permit 42988;
37	At 4843 West Haddon Avenue -- Disabled Parking Permit 43018;
38	At 5215 West Dakin Street -- Disabled Parking Permit 40716;
38	At 5348 West Dakin Street -- Disabled Parking Permit 40861;
38	At 5715 West Eastwood Avenue -- Disabled Parking Permit 38282;
38	At 6108 West Newport Avenue -- Disabled Parking Permit 43031;
39	At 5219 North Christiana Avenue -- Disabled Parking Permit 43543;
39	At 4852 North Drake Avenue -- Disabled Parking Permit 43754;
39	At 4850 North Drake Avenue -- Disabled Parking Permit 17711;

Ward	Location
40	At 1944 West Hood Avenue -- Disabled Parking Permit 43708;
43	At 1209 North Astor Street -- Disabled Parking Permit 39244;
43	At 60 East Scott Street -- Disabled Parking Permit 38693;
44	At 3748 North Clifton Avenue -- Disabled Parking Permit 29532;
50	At 6212 North Hoyne Avenue -- Disabled Parking Permit 43836.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Disabled Permit Parking At All Times.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Disabled Parking Permit 12652 for 1921 West Erie Street (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 25005 for 1504 North Wood Street (1st Ward).

SECTION 3. Removal of Disabled Parking Permit 12716 for 5027 South Drexel Boulevard (4th Ward).

SECTION 4. Removal of Disabled Parking Permit 33090 for 4838½ South Drexel Boulevard (4th Ward).

SECTION 5. Removal of Disabled Parking Permit 11753 for 7553 South Vernon Avenue (6th Ward).

SECTION 6. Removal of Disabled Parking Permit 32432 for 7713 South Kingston Avenue (7th Ward).

SECTION 7. Removal of Disabled Parking Permit 20533 for 7748 South Cornell Avenue (8th Ward).

SECTION 8. Removal of Disabled Parking Permit 11135 for 8007 South Drexel Avenue (8th Ward).

SECTION 9. Removal of Disabled Parking Permit 27320 for 1731 East 84th Place (10th Ward).

SECTION 10. Removal of Disabled Parking Permit 10554 for 10546 South Avenue L (10th Ward).

SECTION 11. Removal of Disabled Parking Permit 8945 for 9516 South Exchange Avenue (10th Ward).

SECTION 12. Removal of Disabled Parking Permit 21792 for 10408 South Avenue F (10th Ward).

SECTION 13. Removal of Disabled Parking Permit 30211 for 11134 South Avenue J (10th Ward).

SECTION 14. Removal of Disabled Parking Permit 14664 between 10221 and 10227 South Avenue M (10th Ward).

SECTION 15. Removal of Disabled Parking Permit 20325 for 3134 South Racine Avenue (11th Ward).

SECTION 16. Removal of Disabled Parking for 3410 South Lowe Avenue (11th Ward).

SECTION 17. Removal of Disabled Parking Permit 8695 for 2841 -- 2843 South Wells Street (11th Ward).

SECTION 18. Removal of Disabled Parking Permit 3284 for 2530 West 45th Place (12th Ward).

SECTION 19. Removal of Disabled Parking Permit 10751 for 5817 South Tripp Avenue (13th Ward).

SECTION 20. Removal of Disabled Parking Permit 35917 for 4515 South Sacramento Avenue (14th Ward).

SECTION 21. Removal of Disabled Parking Permit 34840 for 4819 South Kedvale Avenue (14th Ward).

SECTION 22. Removal of Disabled Parking Permit 21182 for 3521 West 62nd Street (15th Ward).

SECTION 23. Removal of Disabled Parking Permit 38973 for 2110 West 50th Place (16th Ward).

SECTION 24. Removal of Disabled Parking Permit 19951 for 6414 South Justine Street (17th Ward).

SECTION 25. Removal of Disabled Parking Permit 6818 for 8108 South Wood Street (18th Ward).

SECTION 26. Removal of Disabled Parking Permit 31295 for 5912 South Natchez Avenue (23rd Ward).

SECTION 27. Removal of Disabled Parking Permit 20280 for 4150 West 21st Street (24th Ward).

SECTION 28. Removal of Disabled Parking Permit 34045 for 3837 West Lexington Street (24th Ward).

SECTION 29. Removal of Disabled Parking Permit 14169 for 4235 West Congress Parkway (24th Ward).

SECTION 30. Removal of Disabled Parking Permit 8516 for 1832 North Humboldt Boulevard (26th Ward).

SECTION 31. Removal of Disabled Parking Permit 567 for 3234 West Haddon Avenue (26th Ward).

SECTION 32. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Prohibition During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated during the hours specified:

Ward	Location
43	North Wells Street (east side) from a point 80 feet south of West Elm Street, to a point 25 feet south thereof -- 2% reserved parking -- 9:00 A.M. to 9:00 P.M. (04-02051136);
43	North LaSalle Street (west side) from a point 225 feet north of West North Avenue, to a point 25 feet north thereof -- 2% reserved parking -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (04-02051091);
46	West Grace Street (south side) from a point 170 feet west of North Halsted Street, to a point 30 feet west thereof -- 2% reserved parking -- 9:00 A.M. to 3:00 P.M. -- 3 rd Thursday -- April 1 through November 30 (04-02052053).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Prohibition During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of parking prohibited during specified hours -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday, located at 10300 -- 10399 South Church Street (both sides) (19th Ward) (04-01855070).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Limitation During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated during the hours specified:

Ward	Location
19	West 104 th Street (south side) from South Kedzie Avenue to South Troy Street -- 2 hour parking -- 8:00 A.M. to 8:00 P.M. -- all days (04-01673498);
19	South Western Avenue (east side) from West 92 nd Street to West 91 st Street -- 1 hour parking -- at all times (04-01855027);
23	West 51 st Street (north side) from South Keeler Avenue to South Tripp Avenue -- 2 hour parking -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (04-0167377);
50	North Western Avenue (west side) from West Albion Avenue to West North Shore Avenue -- 2 hour parking -- 8:00 A.M. to 10:00 P.M. -- Monday through Saturday (04-02052435).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zone.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a residential permit parking zone for the following location:

Ward	Location
12	3000 block of West 23 rd Street (both sides) between South Whipple Street and South Sacramento Avenue -- at all times (Zone 1183).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zone.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Zone 962 for the 5500 block of South Menard Avenue, between West 55th Street and West 56th Street (23rd Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter after its passage and publication.

Establishment Of Service Drives And/Or Diagonal Parking.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below-named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
1	2500 block of West Homer Street (north side) from North Rockwell Street to the service driveway east -- diagonal parking with construction (04-00948059);
40	5535 North Wolcott Avenue -- permission and authority are hereby given and granted to LSL Industries, upon the terms and subject to the conditions of the ordinance to maintain and use a portion of the public right-of-way for diagonal parking.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC
LANE TOW-AWAY ZONES ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 5, 2001, May 5, 26, July 21, September 1, November 1, 2004 and January 10, 2005) ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward

Location

1

North Western Avenue (west side) from a point 30 feet south of West Altgeld Street, to a point 25 feet south thereof -- 15 minute standing zone -- use flashers -- 7:00 A.M. to 7:00 P.M. -- tow-away zone (04-01666987);

Ward	Location
1	West Chicago Avenue (north side) from a point 125 feet west of North Maplewood Avenue, to a point 25 feet west thereof -- 30 minute standing zone -- use flashers -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone (04-02030316);
1	West Armitage Avenue (north side) from a point 50 feet west of North Bingham Street, to a point 40 feet west thereof -- 30 minute standing zone -- use flashers -- 8:00 A.M. to 8:00 P.M. -- Tuesday through Saturday -- tow-away zone (04-01667014);
2	East 26 th Street (north side) from a point 50 feet east of West Wabash Avenue, to a point 50 feet east thereof -- 15 minute standing zone -- use flashers -- tow-away zone (04-01853594);
2	South Ashland Avenue (west side) from a point 180 feet north of West Jackson Boulevard, to a point 20 feet north thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (04-01667110);
2	West Van Buren Street (north side) from a point 224 feet west of South Racine Avenue, to a point 60 feet west thereof -- 30 minute standing zone -- use flashers -- 9:00 A.M. to 7:00 P.M. -- tow-away zone (04-01853525);
13	South Central Avenue (west side) from a point 75 feet north of West 63 rd Place, to a point 40 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 6:30 A.M. to 7:00 P.M. -- Monday through Saturday (04-01854640);
23	South Kilpatrick Avenue (west side) from South Archer Avenue to the first alley south thereof -- tow-away zone (04-01673628);

Ward	Location
23	South Archer Avenue (south side) from South Kilpatrick Avenue to South Knox Avenue -- tow-away zone (04-01673712);
32	North Lincoln Avenue (west side) from a point 300 feet east of North Racine Avenue, to a point 38 feet east thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday (04-01675185);
32	North Damen Avenue (east side) from a point 50 feet north of West Charleston Street, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 7:00 P.M. -- Tuesday through Sunday (04-02047638);
32	North Milwaukee Avenue (east side) from a point 237 feet west of North Damen Avenue, to a point 20 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday and 9:00 A.M. to 12:00 P.M. -- Saturday (04-01384296);
32	West Fullerton Avenue (south side) from a point 125 feet west of North Greenview Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday (04-01857106);

Ward	Location
32	West Roscoe Street (north side) from a point 60 feet east of North Lincoln Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (04-01857003);
32	West Barry Avenue (north side) from a point 100 feet east of North Lincoln Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (04-01857042);
32	North Damen Avenue (west side) from a point 50 feet south of West Charleston Street, to a point 25 feet south thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 10:00 P.M. (04-01384326);
36	West North Avenue (north side) from North Nordica Avenue to North Neva Avenue -- at all times (04-01675754);
36	Stopping east and westbound traffic on West Addison Street at North Neenah Avenue -- "2-Way Stop" sign (04-01861859);
42	North State Street (west side) from a point 62 feet south of East Bellevue Place, to a point 42 feet south thereof -- tow-away zone except for livery vehicles only (04-01184992);

Ward	Location
42	North State Parkway (west side) from a point 158 feet south of West North Boulevard, to a point 35 feet south thereof -- tow-away zone except for loading zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (04-01676756);
43	West Roslyn Place (north side) from a point 225 feet east of North Clark Street, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 9:00 P.M. -- tow-away zone (04-01678735);
44	West Melrose Street (north side) from a point 20 feet west of North Southport Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (04-02052016);
50	West Albion Avenue (north side) from a point 20 feet west of North Western Avenue, to the first alley west thereof -- tow-away zone -- 8:00 A.M. to 10:00 P.M. -- Monday through Saturday (04-02052405).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend 15 minute standing zone with flashing lights -- 4:00 P.M. to 6:00 P.M. -- Saturdays -- 8:00 A.M. to 1:00 P.M. -- Sundays

by adding:

“7:00 A.M. to 6:00 P.M. -- Monday through Friday on the 1500 block of South Michigan Avenue” (2nd Ward) (04-02030433).

SECTION 2. Amend ordinance passed June 6, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60197) which reads:

“South Kedzie Avenue (west side) from a point 360 feet south of West 82nd Street, to a point 40 feet south thereof -- 15 minute standing zone”

by striking:

“15 minute standing zone”

and inserting:

“loading zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday” (18th Ward) (04-01670893).

SECTION 3. Amend ordinance passed June 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2521) which reads:

“West Iowa Street (north side) from North Fairfield Avenue to North Washtenaw Avenue -- tow-away zone -- 8:00 A.M. to 3:00 P.M. -- Sunday only”

by striking:

“tow-away zone”

and inserting:

“loading zone” (26th Ward) (04-02170195).

SECTION 4. Repeal in its entirety the ordinance amended on December 8, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 38997) which reads:

"Amend ordinance of December 17, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 15979) which reads:

'North Melvina Avenue (west side) from West Leland Avenue to West Giddings Street -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M.' "

by striking:

"11:00 P.M. to 6:00 A.M."

and inserting:

"at all times" (38th Ward) (04-00979117).

SECTION 5. Amend ordinance passed October 1, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 8922) which reads:

"East Pearson Street (north side) from a point 170 feet east of North Dewitt Place, to a point 27 feet east thereof -- 15 minute standing zone -- use flashing lights"

by striking:

"27 feet"

and inserting:

"61 feet" (42nd Ward) (04-01676809).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC
WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 11, May 26, July 21, September 1 and November 1, 2004) proposed ordinances and orders to erect and repeal traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
4	"All-Way Stop" sign, at South Langley Avenue and East 41 st Street (04-02030515);
4	"All-Way Stop" sign, at South St. Lawrence Avenue and East 41 st Street (04-02030496);
6	"Two-Way Stop" sign, stopping East 69 th Place for South Calumet Avenue (04-01670580);
8	"All-Way Stop" sign, at South East End Avenue and East 78 th Street (04-01853699);
12	"All-Way Stop" sign, at West Bross Avenue at South Leavitt Street (04-01854567);
12	"Two-Way Stop" sign, stopping West 46 th Place for South Rockwell Street (04-01854499);
13	"All-Way Stop" sign, at South Austin Avenue and West 64 th Street (04-01670296);
13	"All-Way Stop" sign, at South Kilbourn Avenue and West 62 nd Street (04-01670312);
13	"All-Way Stop" sign, at South Melvina Avenue and West 64 th Street (04-01670286);

Ward	Type Of Sign And Location
17	"All-Way Stop" sign, at South Parnell Avenue and West 76 th Street (04-01670741);
20	"All-Way Stop" sign, at South Princeton Avenue and West 60 th Street (04-01673575);
20	"All-Way Stop" sign, at South Princeton Avenue and West 61 st Street (04-01673538);
21	"All-Way Stop" sign, at South Laflin Street and West 92 nd Street (04-02034589);
30	"All-Way Stop" sign, at North Marmora Avenue and West Wrightwood Avenue (04-01675138);
32	"Stop" sign, stopping North Ravenswood Avenue for West Newport Avenue (04-01675297);
32	"Stop" sign, stopping North Oakley Avenue for West Palmer Street (04-0167594 and 04-01675442);
34	"All-Way Stop" sign, at South Normal Avenue and West 113 th Street (04-02050010);
34	"All-Way Stop" sign, at South Parnell Avenue and West 113 th Street (04-02050043);
34	"All-Way Stop" sign, at South Justine Street and West 120 th Street (04-02047915);

Ward	Type Of Sign And Location
34	"Two-Way Stop" sign, stopping South Green Street for West 113 th Street (04-02047891);
35	"All-Way Stop" sign, at West Wellington Avenue and North Christiana Avenue (04-02050263);
36	"All-Way Stop" sign, at North Meade Avenue and West School Street (04-01862054);
36	"All-Way Stop" sign, at North Page Avenue and West School Street (04-01857251);
38	"All-Way Stop" sign, at North Linder Avenue and West Newport Avenue (04-02050463);
40	"All-Way Stop" sign, at North Winchester Avenue and West Berwyn Avenue (03-01557281);
49	"All-Way Stop" sign, at North Marshfield Avenue and West Juneway Terrace (03-01564334).

Repeal Of Traffic Warning Sign.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed September 1, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 30245) which reads:

“stopping all traffic at the alley of the 2700 block of North Parkside Avenue, North Central Avenue and the 5600 block of West Schubert Avenue, West Diversey Avenue”

by striking the above (30th Ward) (04-02047450).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of “Closed To Traffic” Signs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install “Closed To Traffic” signs at the below listed locations:

Ward

Location

17

7801 South Throop Street -- 2:45 P.M. to 3:30 P.M. -- August 25, 2004 to June 10, 2005 -- all school days. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-01670837);

Ward	Location
23	5200 block of South Major Avenue -- 10:30 A.M. to 10:45 A.M., 11:55 A.M. to 12:45 P.M. and 2:50 P.M. to 3:10 P.M. -- all school days -- September, 2004 through June, 2005. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-02034662);
23	West 54 th Street, at South Nashville Avenue -- 7:30 A.M. to 8:00 A.M. -- all school days -- September, 2004 through June, 2005. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-02168939);
23	West 56 th Street, between South Narragansett Avenue and South Mobile Avenue -- 2:20 P.M. to 3:30 P.M. -- all school days -- September, 2004 through June, 2005. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-02168998);
30	West Altgeld Street, from North Menard Avenue to North Mango Avenue -- 8:30 A.M. to 9:05 A.M. and 2:15 P.M. to 2:45 P.M. -- except on 30 designated days after Noon hours from 12:10 P.M. to 12:40 P.M. -- all school days. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-02047403).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET. CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to the Committee (May 26, July 21, September 1 and 29, November 3, December 1, 8 and 15, 2004) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
36	North Natoma Avenue, from West North Avenue to the entrance of the plaza and just north of West North Avenue (both sides). Duplicate proposal. Previously proposed on proposal dated July 21, 2004 (04-01861970).

Parking Prohibited At All Times – Disabled:

Ward	Location
8	7749 South Ridgeland Avenue (Disabled Parking Permit 43506). Exceeds number of disabled parking spaces allowed on a residential street;
8	8149 South Merrill Avenue (Disabled Parking Permit 41643). Duplicate proposal. Previously passed November 3, 2004 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 35148);
8	8329 South Luella Avenue (Disabled Parking Permit 32323). Within 15 feet of a fire hydrant and the number of restricted disabled parking spaces currently exceeds the amount allowed for a residential street;

Ward	Location
8	7532 South Paxton Avenue (Disabled Parking Permit 43490). The number of restricted disabled parking spaces currently installed exceeds the amount allowed for on a residential street;
11	3016 South Broad Street (Disabled Parking Permit 37555). Duplicate ordinance. Proposal passed with Permit 37555 on June 4, 2003;
12	2605 West 47 th Street (install signs at 4706 South Rockwell Street) (Disabled Parking Permit 43378). Fails to meet building zone requirement (B4-1);
18	7918 South Whipple Street (Disabled Parking Permit 30690). Permit 13774 signs are already posted at this location;
36	6333 West Eddy Street (Disabled Parking Permit 42650). Duplicate introduced on December 1, 2004 and will pass on January 11, 2005;
50	6544 North Sacramento Avenue (Disabled Parking Permit 41080). Applicant moved -- withdrew request.

Loading Zones:

Ward	Location
12	1656 West 44 th Street -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (04-01669570);

Ward	Location
18	8236 South Kedzie Avenue -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated September 1, 2004 (04-01671003);
27	310 -- 314 North Wolcott Avenue -- 7:30 A.M. to 12:00 Noon -- all days. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (04-01674695);
27	327 North Aberdeen Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (04-01856162);
27	200 block of South Racine Avenue (both sides) 7:00 A.M. to 4:00 P.M. -- Monday through Friday. Request withdrawn by requestor (04-02046213);
27	2011 West Fulton Boulevard -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously passed February 16, 2000 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 25723). Signs will be installed (04-01856229);
27	648 West Randolph Street -- 8:00 A.M. to 6:00 P.M. -- Wednesday through Friday. Insufficient diagonal parking design (04-01856201);

Ward	Location
32	2824 North Ashland Avenue (install in the 1600 block of West Wolfram Street) 6:00 A.M. to 7:00 P.M. -- all days. Insufficient information to complete project (04-02047822);
42	708 North Wells Street -- 8:00 A.M. to 9:00 P.M. -- all days. Insufficient data to process (04-01385043);
43	163 West North Avenue -- 11:00 A.M. to 12:00 P.M.. Duplicate proposal. Previously passed April 29, 2002 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 15428). Signs will be installed (04-01677087);
43	1335 North Astor Street -- 15 minute loading zone/tow-away zone -- at all times. Request withdrawn by requestor (04-02051076);
43	164 West Division Street (between meter and bus stop) 9:00 A.M. to 11:00 P.M.. This location falls within a bus stop or a no parking anytime zone (04-01678690);
43	145 West North Avenue -- 6:00 A.M. to 12:00 A.M.. This location falls within a bus stop or a no parking anytime zone (04-01863016).

Miscellaneous Signs:

Ward	Location
18	"Do Not Enter" signs on the southeast corner of West 83 rd Street at South Francisco Avenue. No City Council action necessary for the installation of "Do Not Enter" signs. A traffic engineering study will be initiated to determine the need for "Do Not Enter" signs (04-01673466);

1/11/2005

SPECIAL MEETING

41167

Ward	Location
36	"Slow -- Children Playing" signs, on North Page Avenue and West School Street. No City Council action necessary to install "Slow -- Children Playing" signs. Signs will be installed (04-01861918);
36	"Slow -- Children Playing" signs on North Normandy Avenue and the alley just north of West Belmont Avenue. No City Council action necessary to install "Slow -- Children Playing" signs. Signs will be installed (04-02050354).

Residential Permit Parking Zones:

Ward	Location
28	4200 block of West West End Avenue (both sides) at all times. Does not meet parking study.

Single Direction:

Ward	Location
1	2600 block of West Cortland Street -- easterly. Duplicate proposal. Passed February 7, 2001 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 51789). Signs will be installed (04-02030368);

Ward	Location
27	800 block of North Harding Avenue (north side of West Chicago Avenue, from West Chicago Avenue to the first alley north thereof). Duplicate proposal. Previously passed on October 16, 1957 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4844). Signs will be installed (04-02046132).

Tow-Away Zones:

Ward	Location
1	1925 North Milwaukee Avenue (25 feet) 30 minute standing zone/tow-away zone except with flashing lights -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (04-02030293);
1	1745 West North Avenue (25 feet) 30 minute standing zone/tow-away zone except with flashing lights -- 11:00 A.M. to 1:00 A.M. -- Monday through Saturday. Duplicate proposal. Previously passed August 30, 2000 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 39798). Signs will be installed (04-0203266);
25	South Wells Street (west side) from South Tan Court to West 19 th Street -- at all times. Request withdrawn by requestor (04-01673918);

Ward	Location
27	948 West Madison Street -- 15 minute standing zone/tow-away zone except with flashing lights -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday. This location falls within a bus stop or a no parking anytime zone (04-01674047);
32	2426 North Racine Avenue -- 15 minute standing zone/tow-away zone except with flashing lights -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday. This location falls within a no parking/tow-away zone (04-01675480);
32	1629 North Milwaukee Avenue (east side) from a point 237 feet, to a point 20 feet -- 15 minute standing zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday and 9:00 A.M. to 12:00 P.M. -- Saturday. Duplicate proposal. Previously introduced on proposal dated July 21, 2004 (04-01856645).

Traffic Warning Signs And/Or Signals:

Ward	Location
1	"Two-Way Stop" signs, stopping north and southbound traffic on North Damen Avenue at the intersection of West Erie Street. North Damen Avenue is an arterial street. Engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-01853506);

Ward	Location
1	"One-Way Stop" signs, stopping east-bound traffic on West Nelson Street at the intersection of North Rockwell Street. Duplicate proposal. Previously September 22, 2003 (04-01667048);
4	"Stop" signs, stopping South University Avenue at East 45 th Street. Duplicate proposal. Previously recommended on October 27, 2004 (04-01853621);
8	"All-Way Stop" signs, at East 80 th Street and South Blackstone Avenue. Duplicate proposal. Previously passed July 29, 1972 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 20154) (04-02031728);
11	"Stop" signs, stopping north and southbound traffic at South Racine Avenue and West 32 nd Street. Duplicate proposal. Previously passed December 9, 1966 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8322). Signs will be installed (04-02031817);
13	"Stop" signs, stopping West 65 th Street at South Springfield Avenue. Duplicate proposal. Previously passed December 11, 1985 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 23874). Signs are posted (04-01854753);
13	"Two-Way Stop" signs, stopping West Marquette Road at South Kilbourn Avenue. West Marquette Road is an arterial street. Engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards (04-01670261);

Ward	Location
15	"Four-Way Stop" signs, at South California Avenue and West 61 st Street. South California Avenue is an arterial street. Engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards (04-01854835);
18	"Two-Way Stop" signs, stopping east and westbound traffic on West 71 st Street at the intersection of South Campbell Avenue. West 71 st Street is an arterial street. Engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards (04-01673323);
37	"Stop" signs, stopping westbound traffic on West Cortez Street at North Kildare Avenue. Duplicate proposal. Previously passed October 5, 1978. Signs will be installed (04-01862123);
37	"Stop" signs, stopping southbound traffic at West Dickens Avenue and North Lockwood Avenue. Duplicate proposal. Previously recommended on proposal dated September 1, 2004 (04-01863923);
40	"Two-Way Stop" signs, stopping north and southbound traffic on North Damen Avenue at West Hood Avenue. Request withdrawn (04-02050512).

Weight Limitation:

Ward	Location
18	South Claremont Avenue, from West 73 rd Street to West 75 th Street -- 5 tons. No City Council action necessary for the installation of "5-Ton" signs. A traffic engineering study will be initiated to determine the need for "5-Ton" signs (04-01673398).

Amend Parking Prohibited At All Times:

Ward	Location
12	Repeal parking prohibited at all times on West 43 rd Street (north side) from South Hermitage Avenue to South Wood Street. Request withdrawn by requestor (04-02031853);
27	Removal of parking prohibited on West Oak Street from 415 to 419. Request withdrawn by requestor (04-02046233).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
16	Removal of Disabled Parking Permit 38973 signs located at 2110 West 50 th Place. Duplicate ordinance proposal with Permit 38973 on September 29, 2004.

1/11/2005

SPECIAL MEETING

41173

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

**AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on December 8, 2004, December 15, 2004 and January 4, 2005.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

All Saints Cathedral Parish Cemetery.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to All Saints Cathedral Parish Cemetery, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an underground gas line under the public right-of-way adjacent to its premises known as 9201 West Higgins Road. Said underground gas line shall measure approximately one thousand (1,000) feet in length, two (2) inches in width and thirty-six (36) inches in depth. Underground gas line shall span along the north side of West Higgins Road extending west from North Dee (East River) Road and cross West Higgins Road and immediately enter All Saints property. Underground gas line shall be constructed in accordance with plans and specifications approved by the Department of Transportation -- Board of Underground and the Department of Planning and Development. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039919 herein granted the sum of Four Thousand Sixty and no/100 Dollars (\$4,060.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed
on pages 41176 through 41177 of this *Journal*.]

Chicago Harley-Davidson, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Harley-Davidson, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) four (4) inch PVC pipe under the public right-of-way adjacent to its premises known as 6868 North Western Avenue. Said PVC pipe shall be installed for the purpose of housing a telecommunications and security line. Pipe shall extend beneath West Farwell Avenue for a total of thirty (30) feet. PVC pipe has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039401 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

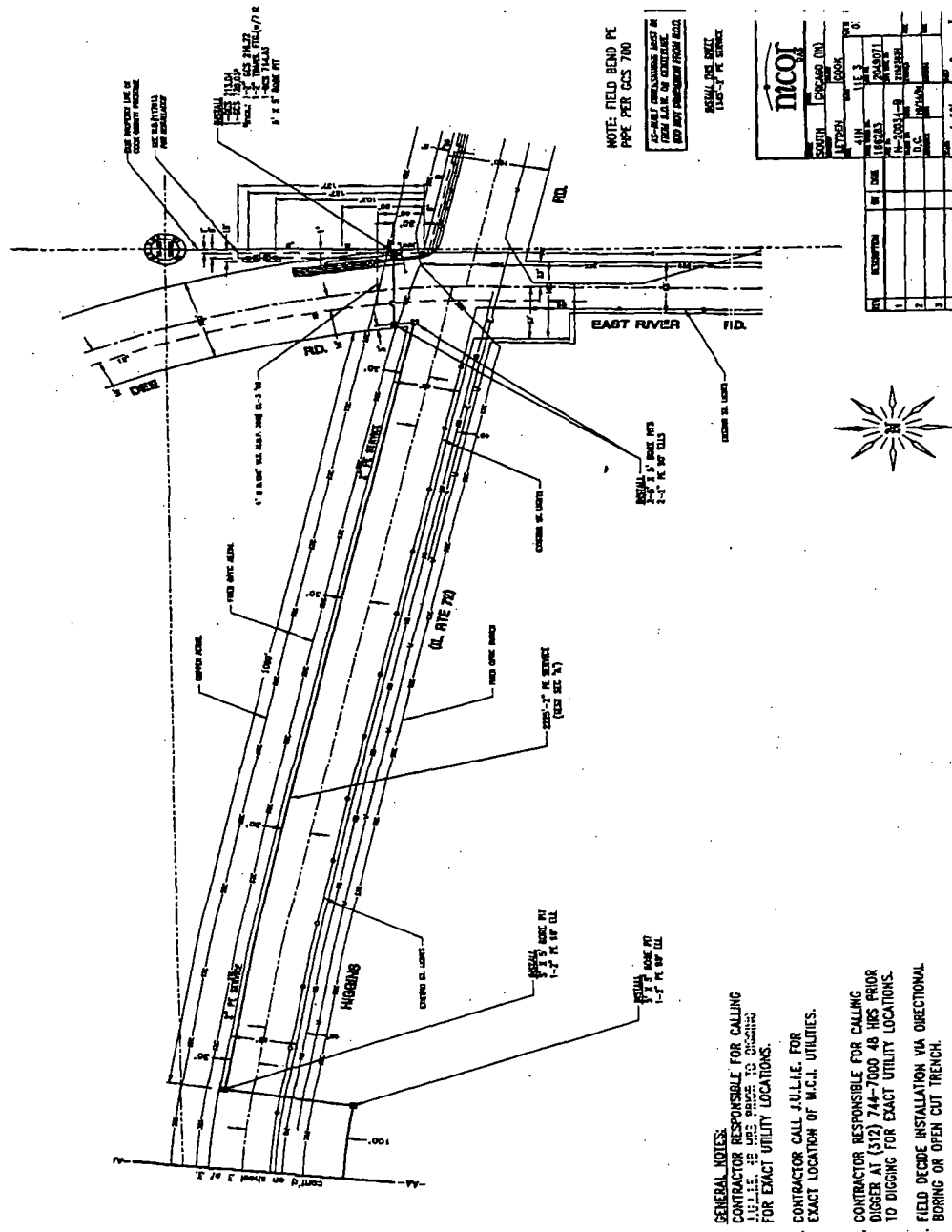
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 21, 2004.

(Continued on page 41178)

Ordinance associated with this drawing printed on
pages 41174 through 41175 of this *Journal*.

ALL SAINTS CATHEDRAL PARISH

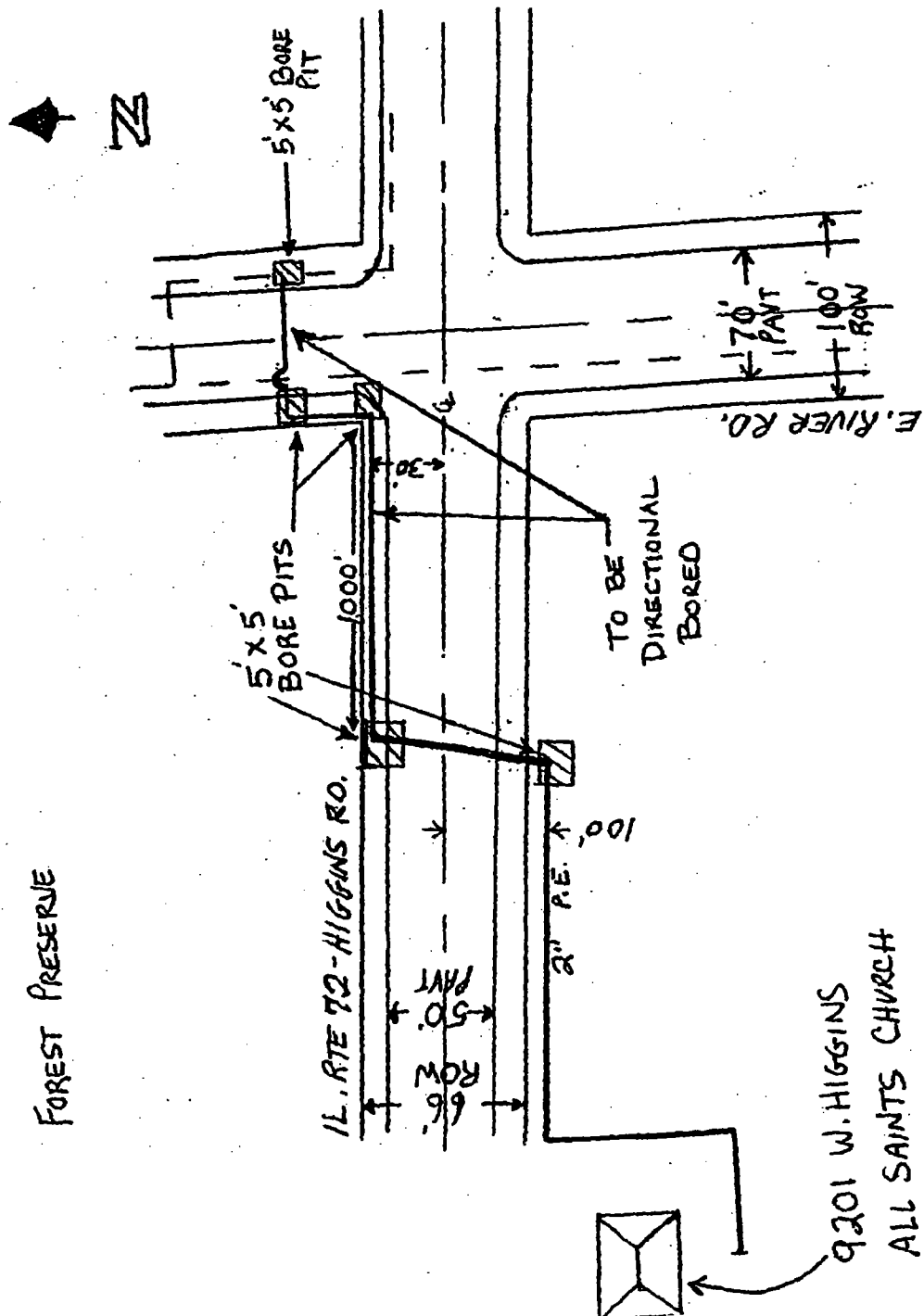


1/11/2005

SPECIAL MEETING

41177

Ordinance associated with this drawing printed on
pages 41174 through 41175 of this Journal.



(Continued from page 41175)

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

CMK Development Corp.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to CMK Development Corp., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1612 -- 1630 South Michigan Avenue. Said planters shall measure three (3) at sixty (60) feet in length and four (4) feet, six (6) inches in width and one (1) at thirty-five (35) feet in length and four (4) feet, six (6) inches in width along South Michigan Avenue. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planters shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039435 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

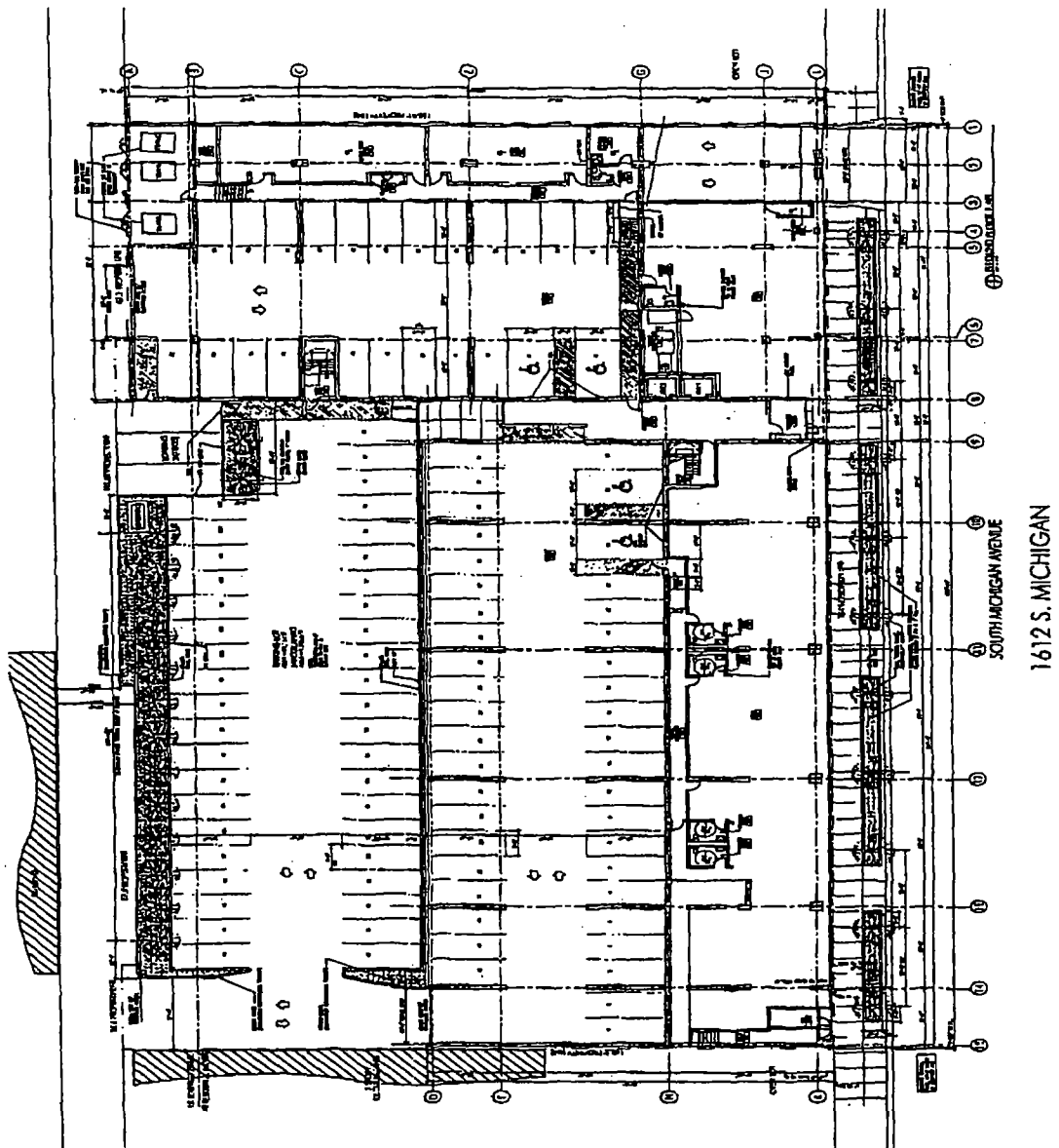
[Drawing referred to in this ordinance printed
on page 41179 of this *Journal*.]

1/11/2005

SPECIAL MEETING

41179

Ordinance associated with this drawing printed
on page 41178 of this *Journal*.



The Daly Group, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Daly Group, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal canopy projecting over the public right-of-way adjacent to its premises known as 1511 -- 1557 East 67th Street. Said structural metal canopy shall measure twenty-eight (28) feet in length and two (2) feet, nine (9) inches in width located along South Stony Island Avenue. Structural metal canopy shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039695 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 41181 of this *Journal*.]

HUB Building Limited Partnership.

Be It Ordained by the City Council of the City of Chicago:

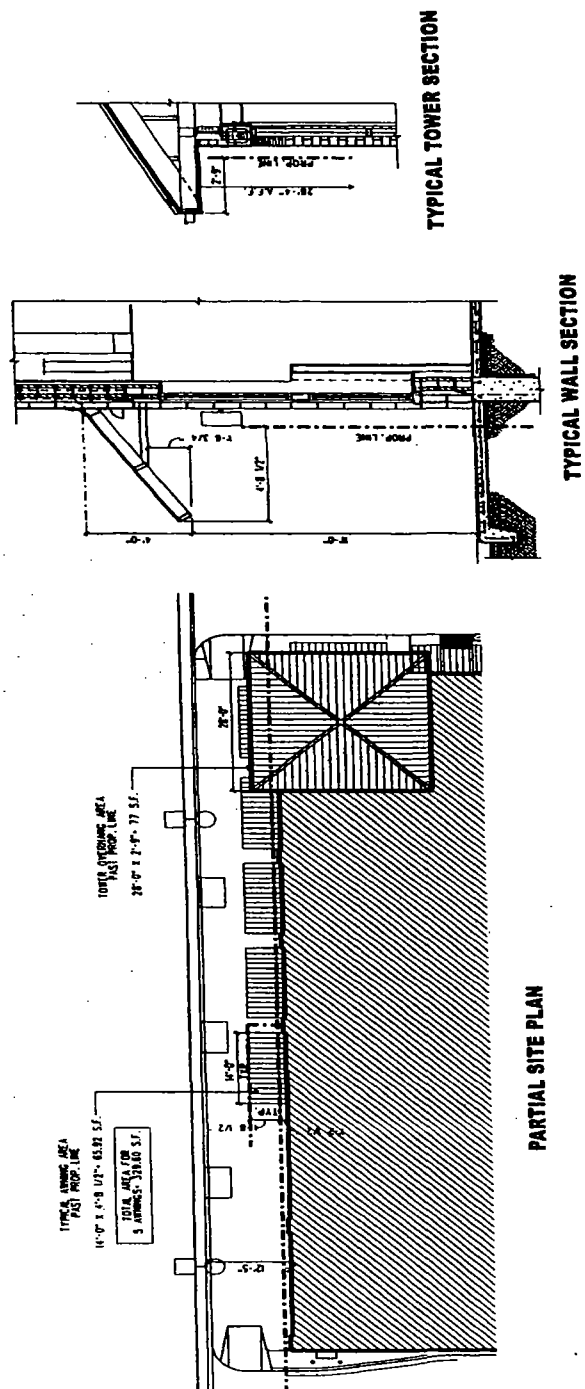
(Continued on page 41182)

1/11/2005

SPECIAL MEETING

41181

Ordinance associated with this drawing printed
on page 41180 of this *Journal*.



(Continued from page 41180)

SECTION 1. Permission and authority are hereby given and granted to HUB Building Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) vaults under the public right-of-way for heating equipment and pipes adjacent to its premises known as 14 East Jackson Boulevard and described as follows:

South State Street.

Two (2) vaults each shall run eighty-eight (88) feet in length and twelve (12) feet in width at first (1st) and second (2nd) basement levels for a total of two thousand one hundred twelve (2,112) square feet.

East Jackson Boulevard.

Two (2) vaults each shall run one hundred fifty (150) feet in length and twelve (12) feet in width at first (1st) and second (2nd) basement levels for a total of three thousand six hundred (3,600) square feet.

North/South Public Alley.

Two (2) vaults each shall run one hundred (100) feet in length and twelve (12) feet in width at first (1st) and second (2nd) basement levels for a total of two thousand four hundred (2,400) square feet.

Vaults have been constructed with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

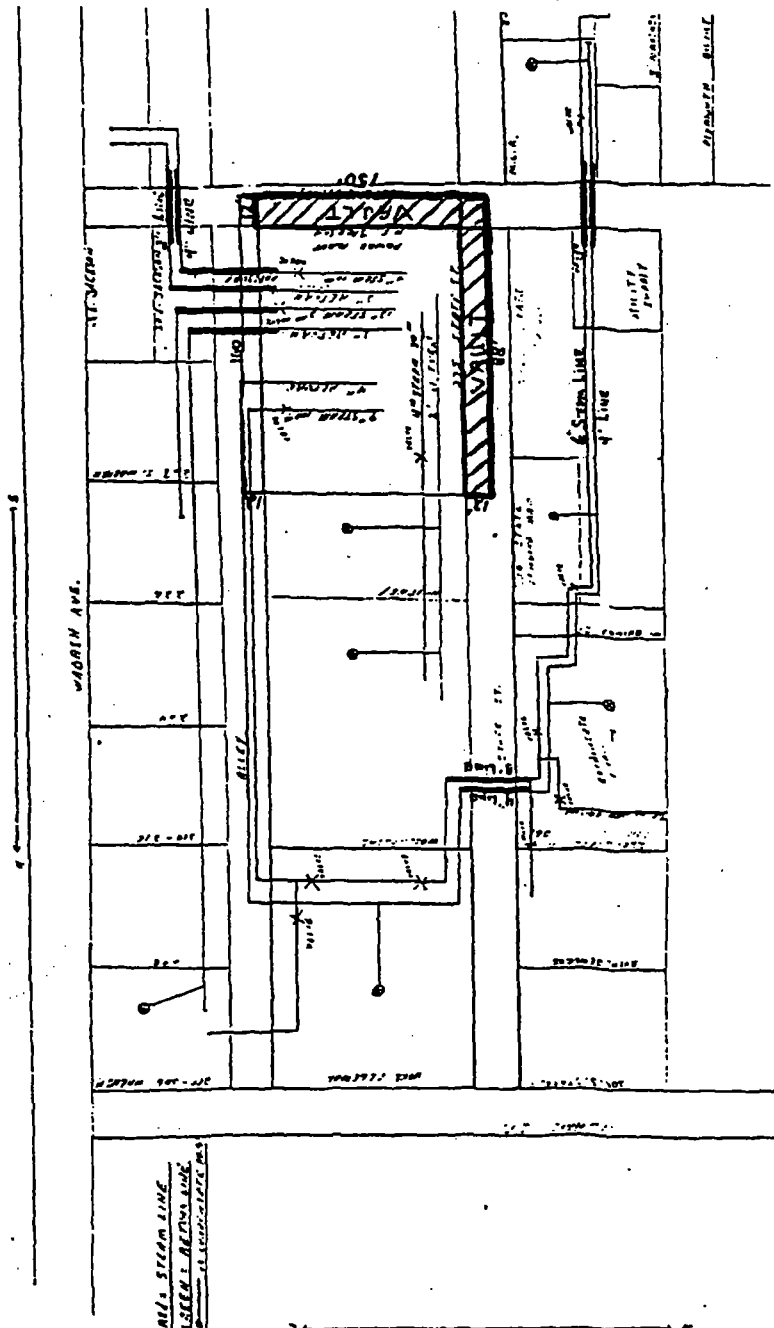
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1038745 herein granted the sum of Eight Thousand Nine Hundred Twenty-three and no/100 Dollars (\$8,923.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 24, 2004.

[Drawing referred to in this ordinance printed
on page 41183 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 41180 through 41182 of this *Journal*.



Just Grapes.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Just Grapes, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a wall mounting bracket sign over the public right-of-way adjacent to its premises known as 560 West Washington Boulevard. Said wall mounted bracket signage (artwork) shall measure approximately forty-six (46) inches in width and fifty-seven (57) inches in height. Wall mounted bracket sign shall project over the public way along West Washington Boulevard. Wall mounted bracket shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039599 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 41185 of this *Journal*.]

Le Lan.

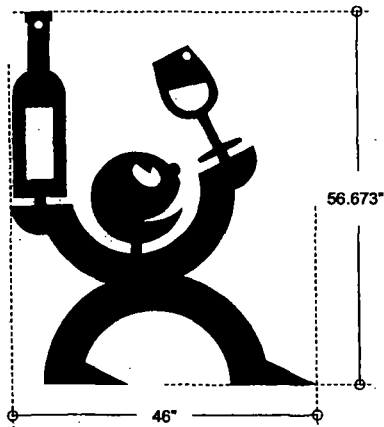
Be It Ordained by the City Council of the City of Chicago:

(Continued on page 41186)

Ordinance associated with this drawing printed
on page 41184 of this *Journal*.



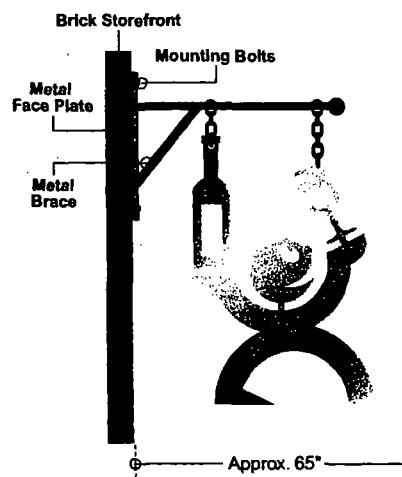
501 N. Clinton St.,
#2605 Chicago, Illinois 60610
(312) 466-0180 or don@justgrapes.net



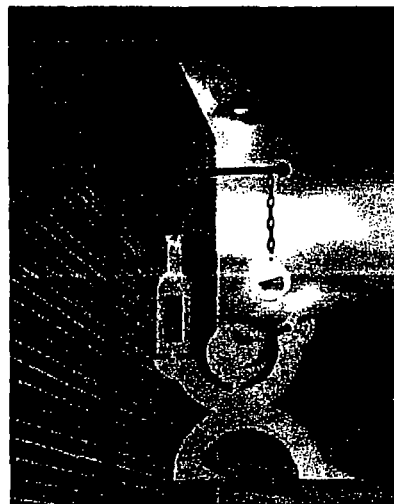
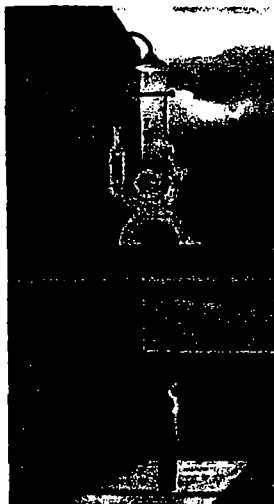
Signage Artwork

Frank Vallejo III
frank@justgrapes.net
(312) 208-1493

Proposal for storefront hanging sign.
Material: Shiny Aluminum
Approximate Size: 46"W x 56.673"H



Signage Wall
Mounting Bracket



(Continued from page 41184)

SECTION 1. Permission and authority are hereby given and granted to Le Lan, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy vestibule on the public right-of-way adjacent to its premises known as 749 North Clark Street. Vestibule shall measure eight (8) feet in length and four (4) feet in width located along North Clark Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Vestibule shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039636 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Lincoln Park Hospital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Hospital, upon the terms and subject to the conditions of this ordinance, to

maintain and use, as now constructed, five (5) sample basins adjacent to its premises known as 550 West Webster Avenue. Said sample basins shall be located in the public way of West Webster Avenue, West Grant Place and North Geneva Terrace. Dimensions of said basins shall be six (6) feet in depth and four (4) feet in diameter. Sample basins have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039493 herein granted the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 25, 2004.

[Drawing referred to in this ordinance printed
on page 41188 of this *Journal*.]

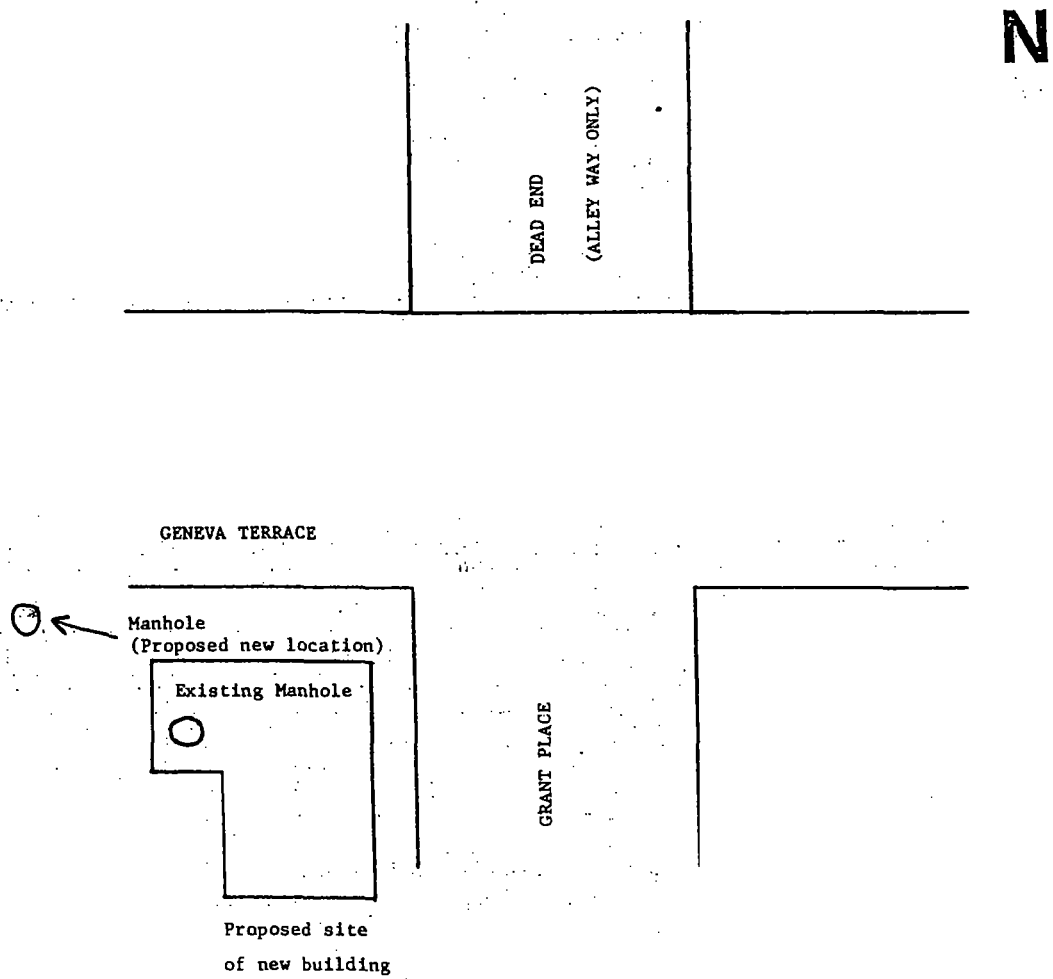
Loeber Motors Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Loeber Motors Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a public address system and computer cable over the public right-of-way adjacent to its premises known as 1111 North Clark Street. Said cable shall be described as follows:

(Continued on page 41189)

Ordinance associated with this drawing printed on
pages 41186 through 41187 of this *Journal*.



(Continued from page 41187)

Said cable shall connect the premises known as 1111 North Clark Street with the premises known as 1100 North Clark Street and shall be one and one-half (1½) inches in diameter, forty (40) feet above street grade and shall run for a total distance of eighty (80) feet above and over North Clark Street.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1036279 herein granted the sum of Two Hundred Thirty and no/100 Dollars (\$230.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2004.

[Drawing referred to in this ordinance printed
on page 41190 of this *Journal*.]

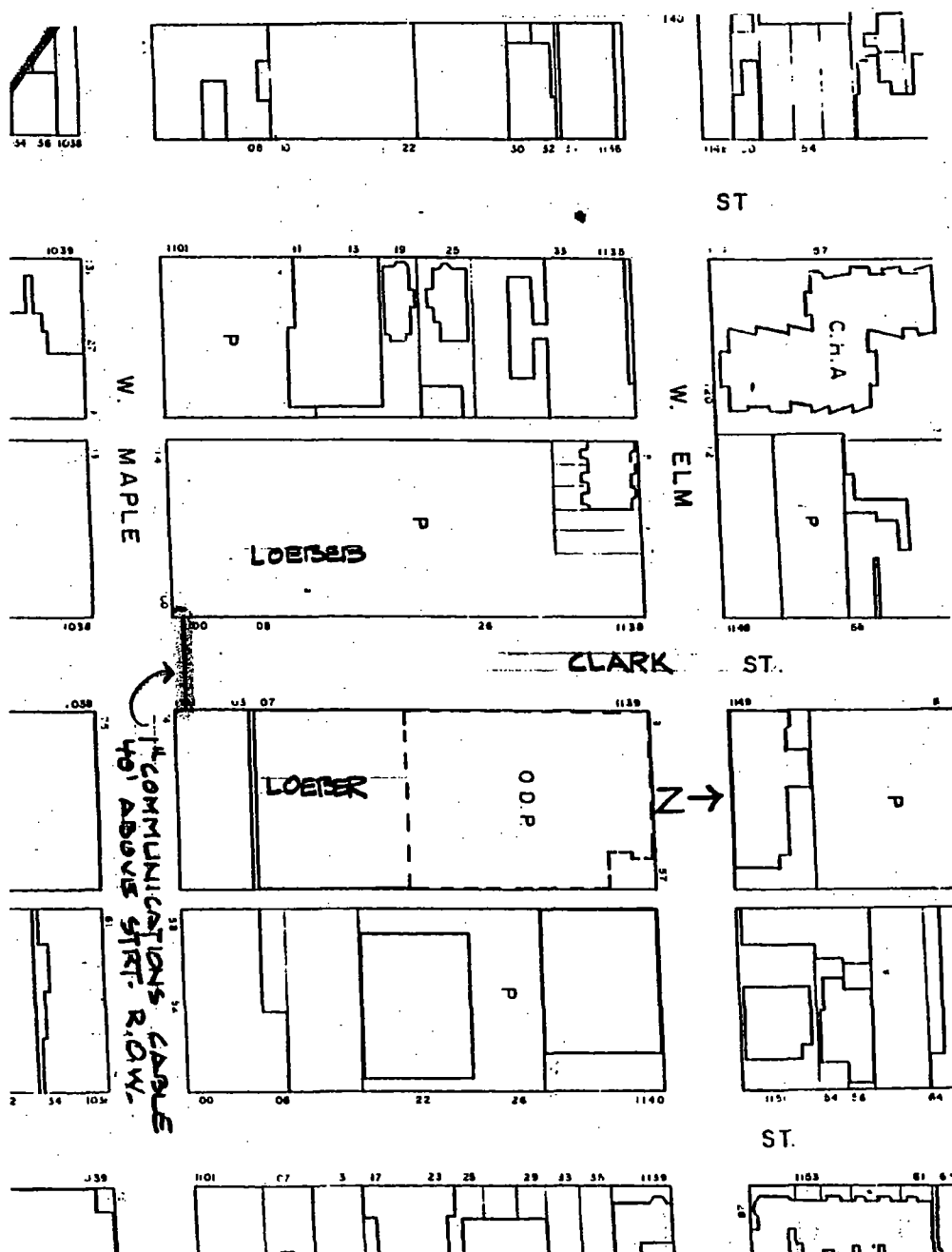
Loyola University Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Loyola University Chicago, upon the terms and subject to the conditions of this

(Continued on page 41191)

Ordinance associated with this drawing printed on
pages 41187 through 41189 of this *Journal*.



(Continued from page 41189)

ordinance, to construct, install, maintain and use an illuminated sign on the public right-of-way adjacent to its premises known as 970 West Sheridan Road. Said illuminated sign shall be located on top of an existing concrete wall. Illuminated sign shall measure forty-seven (47) feet in length, one (1) foot in width and have a height of two (2) feet, six (6) inches. Illuminated sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039534 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

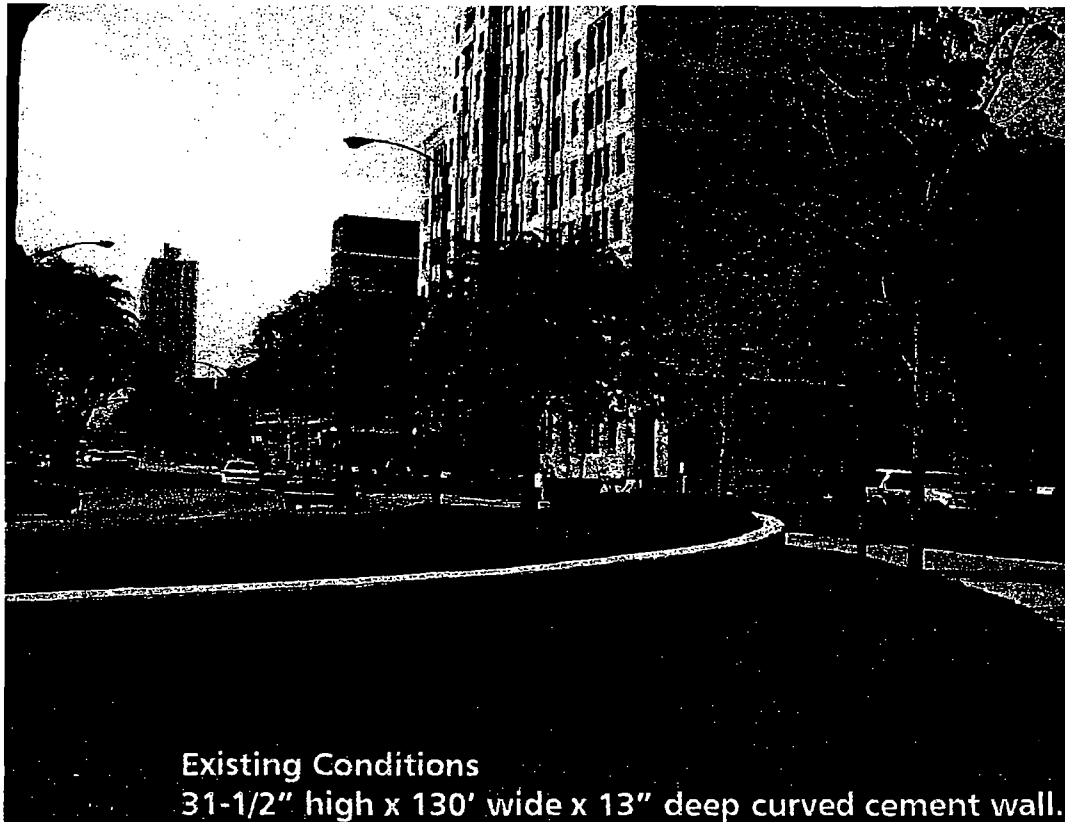
[Drawing referred to in this ordinance printed
on page 41192 of this *Journal*.]

McDonald's Corporation.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 41193)

Ordinance associated with this drawing printed on
pages 41189 through 41191 of this *Journal*.



(Continued from page 41191)

SECTION 1. Permission and authority are hereby given and granted to McDonald's Corporation, upon the terms and subject to the conditions of this ordinance, to occupy, as now in use, a portion of the sidewalk on North Karlov Avenue adjacent to the building known as 4048 West Madison Street. Said sidewalk space shall be used for a drive-through service lane and shall use nine (9) feet of the seventeen (17) foot sidewalk. Pedestrians shall be protected by the installation of a steel I-beam partition with occupation of the sidewalk starting at a point approximately twenty-four (24) feet north of the property line from the northeast corner of West Madison Street and North Karlov Avenue running for a distance of one hundred thirty-one (131) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1034800 herein granted the sum of Four Hundred Seventy-seven and no/100 Dollars (\$477.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 30, 2004.

[Drawing referred to in this ordinance printed
on page 41194 of this *Journal*.]

Spertus Institute Of Jewish Studies.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Spertus Institute of Jewish Studies, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use building facade projection over the public right-of-way adjacent to its premises known as 610 South Michigan Avenue. Said building facade projection shall span along South Michigan Avenue. The crystalline folded glass panes of the facade will extend beyond the property line and over the public right-of-way at various points. The total area of facade beyond the property line is three thousand nine hundred five (3,905) square feet. Building facade projection shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

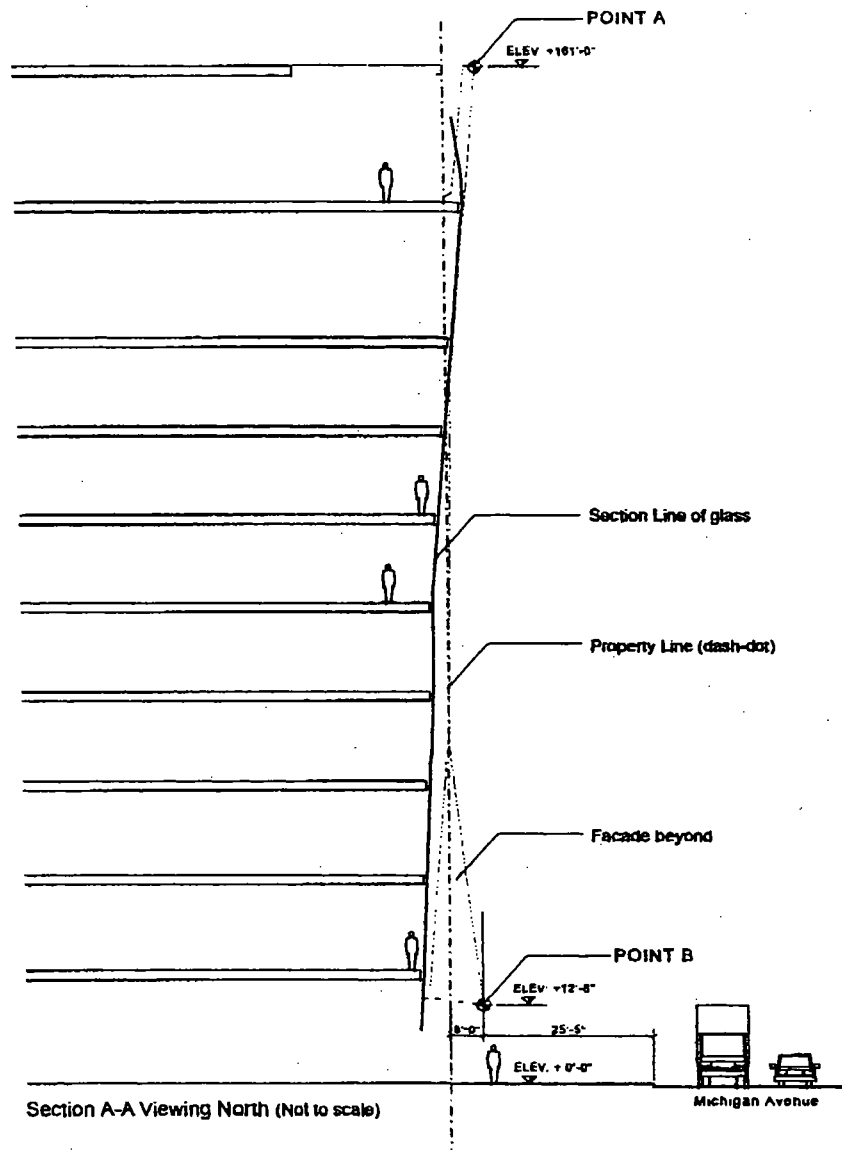
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039475 herein granted the sum of Two Thousand Seven Hundred Eighteen and no/100 Dollars (\$2,718.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 41196 of this *Journal*.]

Ordinance associated with this drawing printed
on page 41195 of this *Journal*.



Stony Island Reclamation Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Stony Island Reclamation Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) force sewer main within the public right-of-way of South Stony Island Avenue. Said force main shall proceed south underneath South Stony Island Avenue, from a point about five (5) feet west of the northeast corner of the intersection of East 122nd Street and South Stony Island Avenue for approximately four thousand twenty-six (4,026) feet to connect with an existing Metropolitan Sanitary District wet well along the north river bank for the supervision and approval of the Commissioner of Sewers and subject to all applicable regulations of the Water Reclamation District and other governmental authorities. Sewer main has been constructed with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

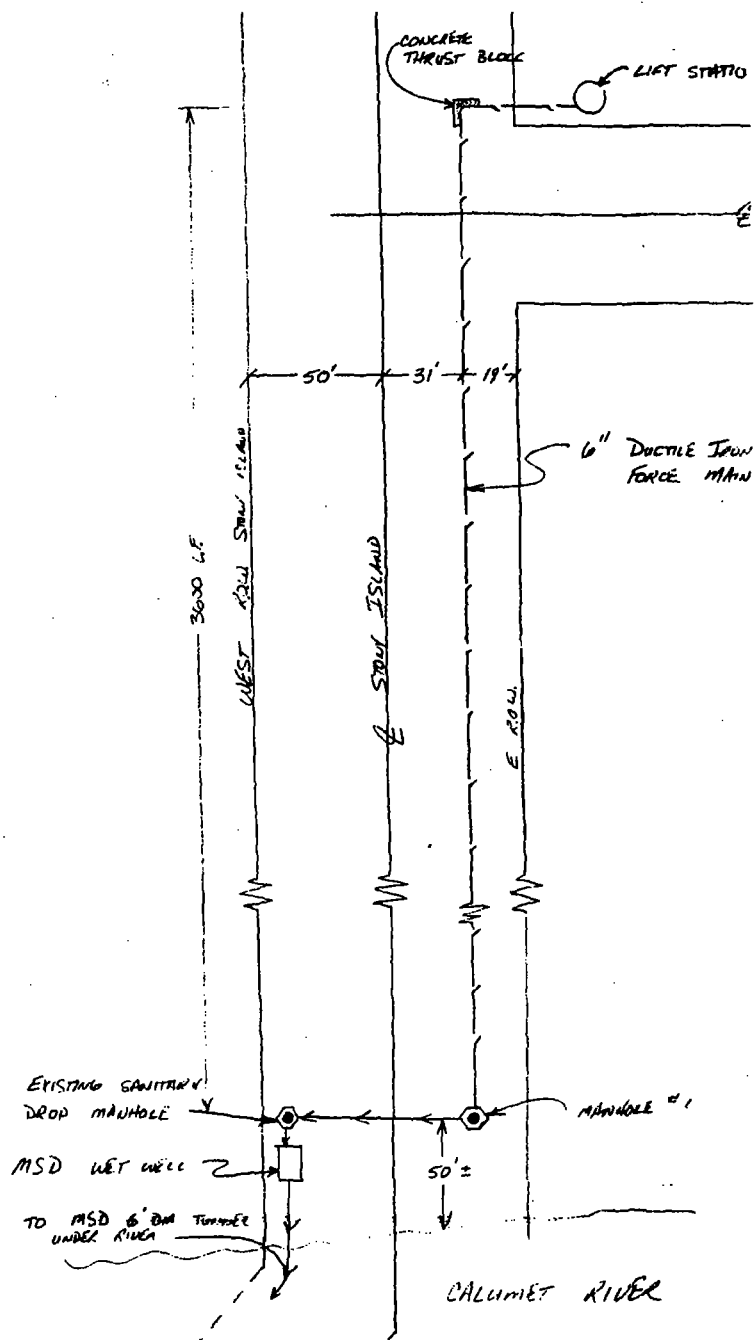
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1038595 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after September 13, 2004.

[Drawing referred to in this ordinance printed
on page 41198 of this *Journal*.]

Ordinance associated with this drawing printed
on page 41197 of this Journal.



Swedish Covenant Hospital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Swedish Covenant Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pedestrian bridge over and across West Winona Street connecting the third (3rd) floor of an eight (8) story hospital addition, a five (5) story convalescent care and a five (5) story medical building, spanning diagonally across West Winona Street located approximately one hundred ninety-seven (197) feet east of the centerline of North California Avenue, width, six (6) feet, length, eighty-two (82) feet, with street clearance not less than twenty-four (24) feet, seven (7) inches, illuminated at all times. Pedestrian bridge has been constructed with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

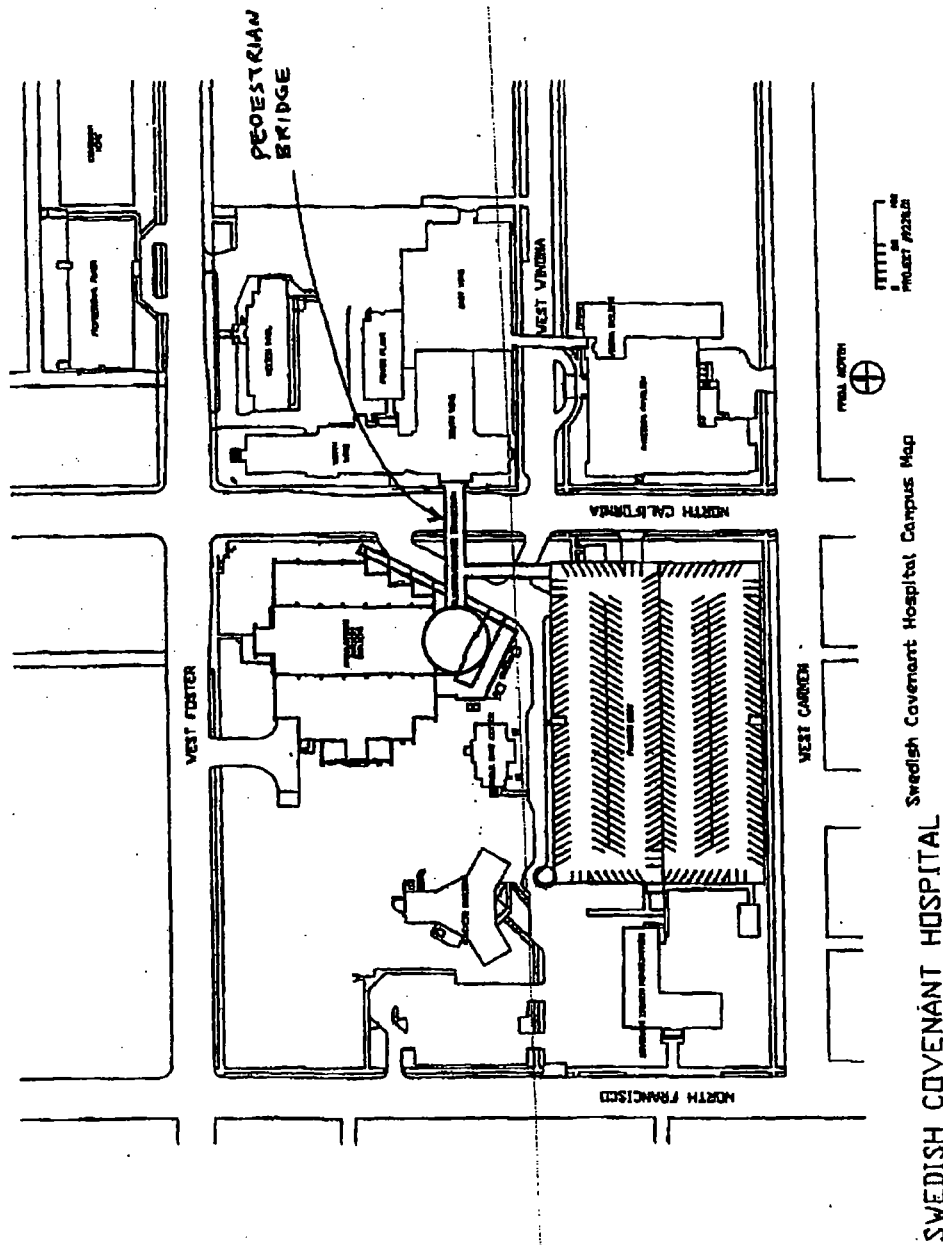
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1039234 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 25, 2004.

[Drawing referred to in this ordinance printed
on page 41200 of this *Journal*.]

Ordinance associated with this drawing printed
on page 41199 of this *Journal*.



Mr. Oscar Torres.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Oscar Torres, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vaulted sidewalk under the public right-of-way adjacent to its premises known as 3619 West Irving Park Road. Said vaulted sidewalk shall measure thirty-two (32) feet in length and twelve (12) feet in width along the sidewalk area of West Irving Park Road. Along the street area of West Irving Park Road, said vault shall measure nineteen (19) feet in length and nine (9) feet in width. Vaulted areas shall be used to store sump pump for drainage and storage. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1036119 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

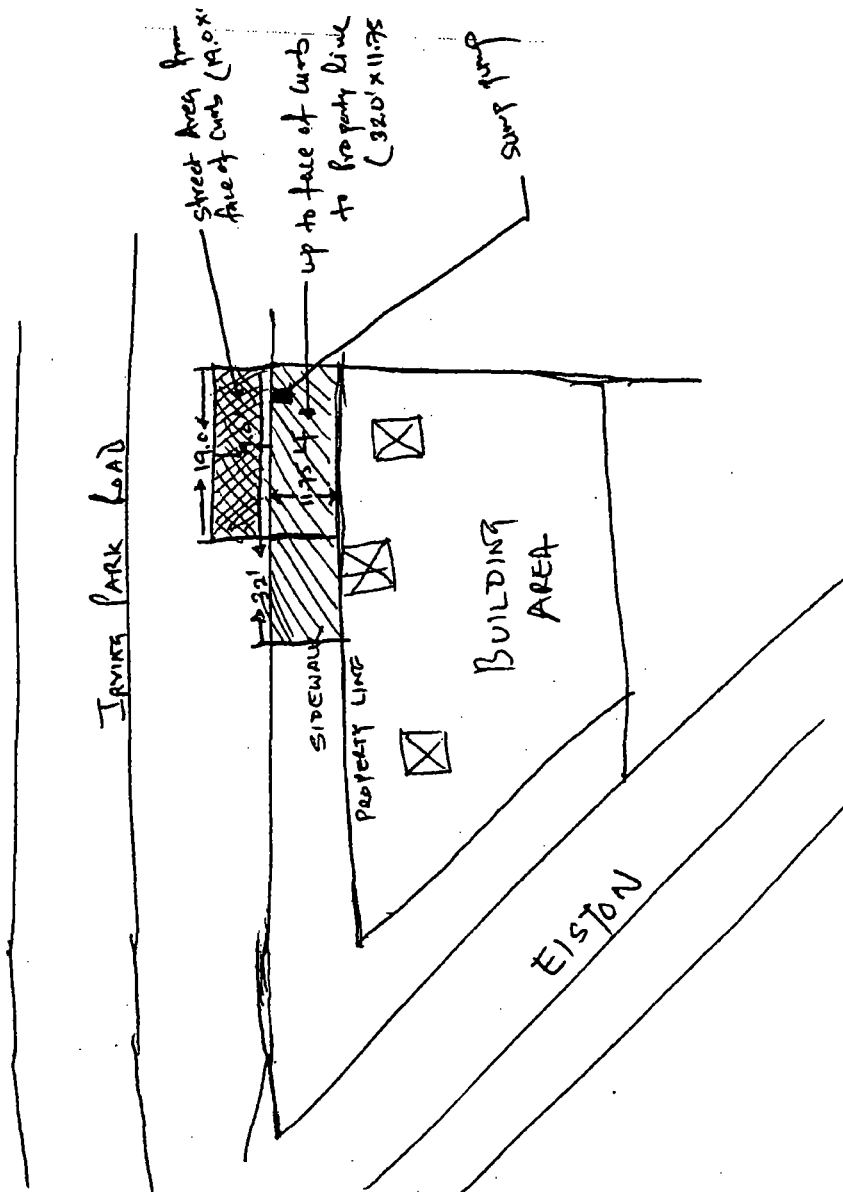
[Drawing referred to in this ordinance printed
on page 41202 of this *Journal*.]

1600 Lakeside, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 41203)

Ordinance associated with this drawing printed
on page 41201 of this *Journal*.



(Continued from page 41201)

SECTION 1. Permission and authority are hereby given and granted to 1600 Lakeside, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sixty (60) balconies projecting over the public right-of-way adjacent to its premises known as 1600 South Indiana Avenue. Said balconies shall be described as follows:

Along East 16th Street shall be a roof overhang. Said roof overhang shall measure fifty-seven (57) feet in length and eighteen (18) inches in width.

Along East 16th Street shall be twenty-eight (28) balconies. Each balcony shall measure ten (10) feet in length and four (4) feet, six (6) inches in width.

Along South Indiana Avenue shall be a roof overhang. Said roof overhang shall measure fifty-seven (57) feet in length and eighteen (18) inches in width.

Along South Indiana Avenue shall be twenty-eight (28) balconies. Each balcony shall measure ten (10) feet in length and four (4) feet, six (6) inches in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1036392 herein granted the sum of Three Thousand and no/100 Dollars (\$3,000.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 41204 of this *Journal*.]

1/11/2005

SPECIAL MEETING

41205

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO MS. MAUREEN LAMPERT TO MAINTAIN AND
USE SCULPTURES ADJACENT TO 30 EAST OAK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Maureen Lampert on May 7, 2003 and printed upon page 955 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting and adding language regarding dimensions and compensation. This ordinance was referred to the Committee on December 15, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Ms. Maureen Lampert on May 7, 2003, and printed upon page 955 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Sculpture Number 1. Said sculpture shall measure four (4) feet in length, four (4) feet in width and seven (7) feet in height. Sculpture Number 2. Said sculpture shall measure four (4) feet in length, four (4) feet in width and seven (7) feet in height. Nine Hundred Seventy-five and no/100 Dollars (\$975.00)" and inserting in their place the words: "Sculpture Number 1. Said sculpture shall measure three (3) feet in length, two (2) feet, four (4) inches in width and eleven (11) feet in height. Sculpture Number 2. Said sculpture shall measure three (3) feet in length, two (2) feet, four (4) inches in width and eleven (11) feet in height. Four Hundred Thirty-nine and no/100 Dollars (\$439.00)".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, INSTALL, MAINTAIN AND USE
CANOPIES AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to construct, maintain and use sundry canopies by various establishments. These orders were referred to the Committee on December 8, 2004 and December 15, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Cagan Management Group: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cagan Management Group ("Permittee") to construct, maintain and use nine (9) canopies over the public way attached to the structure located at 1424 East 53rd Street for a period of three (3) years from and after September 5, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seven (7) feet in length and three (3) feet in width, one (1) at thirteen (13) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at nine (9) feet in length and three (3) feet in width, one (1) eight (8) feet in length and three (3) feet in width

and one (1) at eleven (11) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036603 the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Congregation KINS West Rodg: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Congregation KINS West Rodg ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2800 West North Shore Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-seven and six-tenths (27.6) feet in

length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1039245 the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Daly Group, L.L.C.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Daly Group, L.L.C. ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 1511 -- 1557 East 67th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed five (5) at fourteen (14) feet in length and four and nine-tenths (4.9) feet in width. The Permittee shall pay to the City of Chicago as

compensation for the privilege Number 1039694 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Gaylord India Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gaylord India Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 678 North Clark Street for a period of three (3) years from and after December 20, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1039631 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lincoln Park Hospital: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lincoln Park Hospital ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 550 West Webster Avenue for a period of three (3) years from and after October 25, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and five-tenths (17.5) feet in length and nineteen and eight-tenths (19.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1039494 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Westside Youth Entrepreneur CT.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Westside Youth Entrepreneur CT. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 4213 West Madison Street for a period of three (3) years from and after July 25, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at thirteen (13) feet in length and two (2) feet in width, one (1) at seven (7) feet in length and three (3) feet in width, one (1) at nine (9) feet in length and two (2) feet in width and one (1) at four (4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036589 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

5000 Marine Drive Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 5000 Marine Drive Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5000 North Marine Drive for a period of three (3) years from and after January 1, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1039629 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

AUTHORIZATION FOR APPROVAL OF PLAT OF RIVER VILLAGE
SUBDIVISION IN AREA BOUNDED BY WEST HOBBIE
STREET, NORTH CROSBY STREET, WEST OAK
STREET AND NORTH BRANCH CANAL
OF CHICAGO RIVER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the River Village Subdivision in the area bounded by West Hobbie Street, North Crosby Street, West Oak Street and the North Branch Canal of the Chicago River for MW-CPAG Marina Holdings, L.L.C., River Village Townhomes, L.L.C. and River Village Lofts, L.L.C.. This ordinance was referred to the Committee on December 1, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed River Village Subdivision in the area bounded by West Hobbie Street, North Crosby Street, West Oak Street and the North Branch Canal of the Chicago River for MW-CPAG Marina

Holdings, L.L.C., River Village Townhomes, L.L.C. and River Village Lofts, L.L.C. (File Number 4-27-04-2837).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION
FOR PORTIONS OF WEST 122ND PLACE
AND WEST ASHER STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed plat of dedication for West 122nd Place and West Asher Street between South Ashland Avenue and South Justine Street. This ordinance was referred to the Committee on December 8, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of dedication for West 122nd Place and West Asher Street between South Ashland Avenue and South Justine Street as shown on the attached plat, when the necessary certificates are shown on said plat for LaSalle Bank National Association under Trust Number 128423 and Family Bank and Trust Company under Trust Number 8-745 (File Number 29-34-03-2737/2782B).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat and legal description referred to in this ordinance
printed on page 41218 of this *Journal*.]

Ordinance associated with this plat and legal
description printed on page 41217
of this *Journal*.

"A"

William R. Kerr's Subdivision of the W. 1/2 of the N.W. 1/4
of Section 29-37-14.

"B"

123rd St. opened by Highway Commissioners of Town
of Calumet. April 24, 1872.

"C"

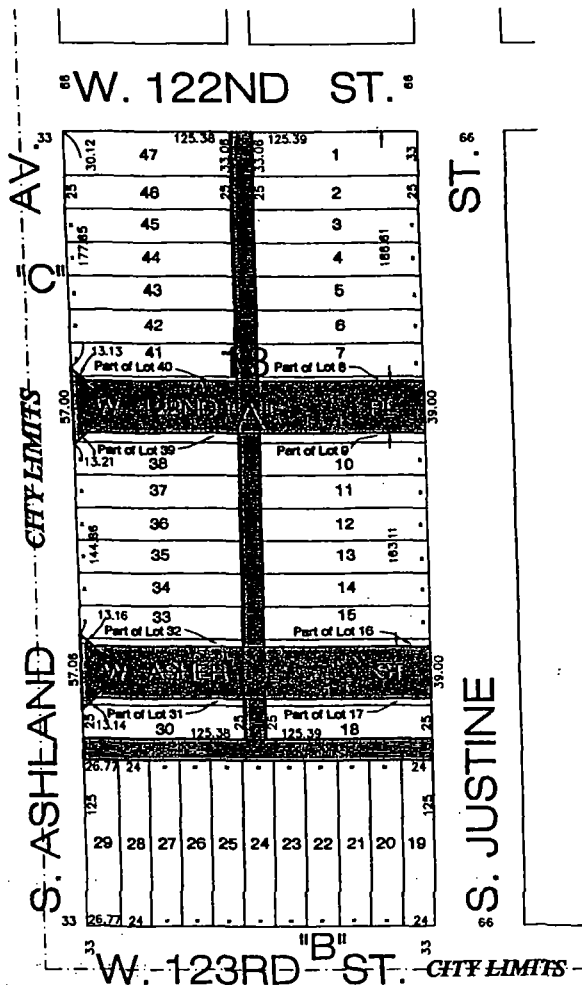
Ashland Av. opened by Highway Commissioners of Town
of Calumet. February 16, 1866.

Dr. No. 29-34-04-2782B

To Be Dedicated



Pending Vacation



1/11/2005

SPECIAL MEETING

41219

VACATION OF SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED
BY WEST 122ND STREET, WEST 123RD STREET, SOUTH
ASHLAND AVENUE AND SOUTH JUSTINE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance for the vacation of all the 16 foot public alleys in the block bounded by West 122nd Street, West 123rd Street, South Ashland Avenue and South Justine Street. This ordinance was referred to the Committee on December 8, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacations of public alleys described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All of the north/south 16 foot public alleys lying west of the west line of Lots 1 to 18, both inclusive, lying east of the east line of Lots 30 to 47, both inclusive, lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 47 and lying north of a line drawn from the southwest corner of Lot 18 to the southeast corner of Lot 30 all in Block 13 in William R. Kerr's Subdivision of the west half of the northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois,

Also,

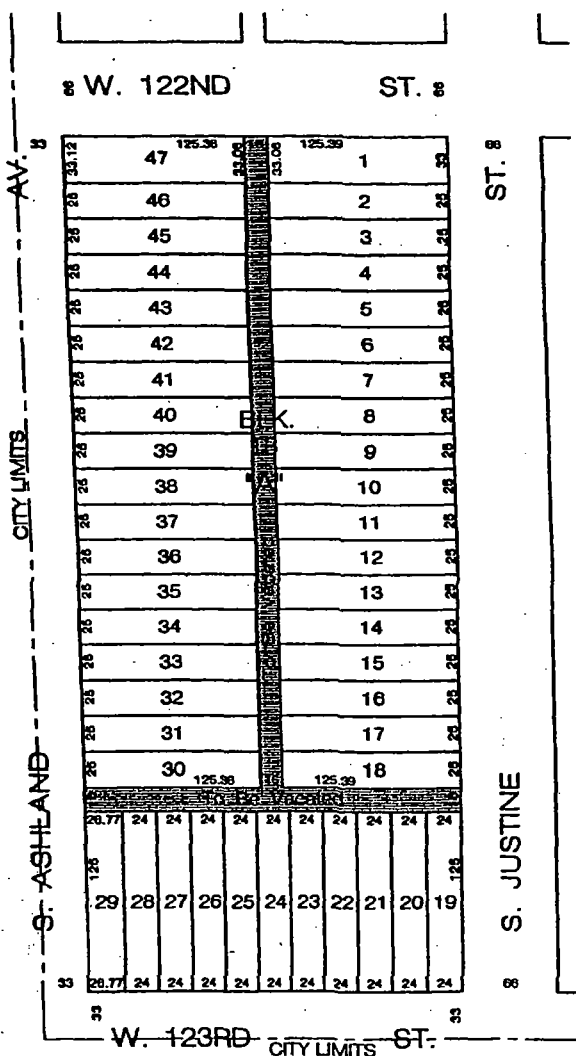
all of the east/west 16 foot public alley lying south of the south line of Lots 18 and 30, lying south of a line drawn from the southwest corner of Lot 18 to the southeast corner of Lot 30, lying north of the north line of Lots 19 to 29, both inclusive, lying west of a line drawn from the southeast corner of Lot 18 to the northeast corner of Lot 19 and lying east of a line drawn from the northwest corner of Lot 29 to the southwest corner of Lot 30 all in Block 13 in William R. Kerr's Subdivision aforesaid, said public alley herein vacated being further described as all the 16 foot public alleys in the block bounded by West 122nd Street, West 123rd Street, South Ashland Avenue and South Justine Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle Bank National Association under Trust Number 128423 and Family Bank and Trust Company under Trust Number 8-745 shall pay or cause to be paid to the City of Chicago as compensation for the benefits, which will accrue to the owner of the property abutting said public alleys hereby vacated the sum to be determined as the fair market value for such vacation, as determined by the Corporation Counsel after review of the appraisals being prepared, such sum to be inserted into this ordinance prior to its reporting out to City Council, which sum in the judgment of this body will be equal to such benefits; and further, the LaSalle Bank National Association under Trust Number 128423 and Family Bank and Trust Company under Trust Number 8-745 shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated similar to the sidewalk and curb in West 122nd Street, South Ashland Avenue and South Justine Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle Bank National Association under Trust Number 128423 and Family Bank and Trust Company under Trust Number 8-745, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 41222 of this *Journal*.]



1/11/2005

SPECIAL MEETING

41223

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing the exemption of sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the Committee on December 8, 2004 and December 15, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Best Hand Car Wash.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Best Hand Car Wash located at 6701 -- 6704 South Eberhart Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for Best Hand Car Wash.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Auram Bogojel.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Auram Bogojel, 5105 Fargo, Skokie, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1627 -- 1635 West Sherwin Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. William Platt/Broadway Retail, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt William Platt, principal of Broadway Retail, L.L.C., in care of Access Realty, 3738 North Southport Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6201 North Broadway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Gonzalez Tire Shop.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Gonzalez Tire Shop located at 1011 -- 1013 North California Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1011 -- 1013 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Ms. Joan Larionesi.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Joan Larionesi of 5023 -- 5025 South Michigan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5023 -- 5025 South Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Eddie Ishoo/Liberty One, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Eddie Ishoo, Liberty One, Inc., 229 North Knight, Park Ridge, Illinois 60068, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1543 West Sherwin Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Eduardo Rodriguez/Permex Car Care.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Eduardo Rodriguez/Permex Car Care of 4813 -- 4815 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4813 -- 4815 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Henry Woo/Pratt Boulevard Partners, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Henry Woo of Pratt Boulevard Partners, L.L.C., 737 Ridge Avenue, Suite 4E, Evanston, Illinois 60202, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1136 -- 1144 West Pratt Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Tir Eoghain Builders, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tir Eoghain Builders, Inc., 931 North Seeley, Park Ridge, Illinois 60068, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7300 North Hamilton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2200 West Madison, L.L.C.
(2225 West Madison Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 2200 West Madison, L.L.C. of 2222 West Warren Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2225 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2200 West Madison, L.L.C.
(2237 West Madison Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 2200 West Madison, L.L.C. of 2222 West Warren Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2237 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

4135 N. Kedvale, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to exempt 4135 N. Kedvale, L.L.C., 4135 North Kedvale Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4135 North Kedvale Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF NORTHWEST CORNER OF NORTH
WOOD STREET AND WEST KINZIE STREET
AS "GEORGE L. JEWELL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the northwest corner of North Wood Street and West Kinzie Street as "George L. Jewell Way". This ordinance was referred to the Committee on December 8, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the northwest corner of North Wood Street and West Kinzie Street as "George L. Jewell Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF EAST 38TH STREET AS "BISHOP
JOHN SILAS HOLLY DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2005.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 38th Street between South Prairie Avenue and South Indiana Avenue as "Bishop John Silas Holly Drive". This order was referred to the Committee on December 8, 2004.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Austin, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 38th Street between South Prairie Avenue and South Indiana Avenue as "Bishop John Silas Holly Drive".

COMMITTEE ON ZONING.

AMENDMENT OF TITLES 16 AND 17 OF MUNICIPAL CODE
OF CHICAGO BY RECLASSIFICATION OF AREAS SHOWN
ON MAP NUMBERS 4-G, 4-F, 6-F, 6-G, 6-H AND 8-H
AND ESTABLISHMENT OF PILSEN PLANNED
MANUFACTURING DISTRICT NUMBER 11.

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 16, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twenty ordinances which were corrected and amended in their amended form. They are Application Numbers MA-75, A-5499, A-5500, A-5501, A-5502, A-5503, A-5505, A-5506, A-5507, A-5508, A-5509, A-5511, A-5512, A-5513, A-5514, A-5515, A-5517, 14550, 14688 and 14564.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, It is the policy of the City of Chicago to foster the growth of the City's manufacturing and employment base to maintain a diversified economy; and

WHEREAS, The City of Chicago is committed to the retention of existing manufacturing firms and the development of modern facilities in the City for these firms; and

WHEREAS, The area proposed for designation as the Pilsen Planned Manufacturing District (P.M.D.) Number 11 is within the Pilsen Industrial Corridor and shares many of the characteristics of this corridor; and

WHEREAS, The Pilsen Industrial Corridor has been designated by the City of Chicago as a manufacturing district; and

WHEREAS, The proposed Pilsen P.M.D. Number 11 has an active manufacturing base, expansion opportunities, excellent locational advantages and sufficient infrastructure; and

WHEREAS, Continued manufacturing investment, job growth, industrial modernization and expansion depends on a stable and predictable land-use environment; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the RT4 and M2-2 symbols and indications on Map Number 4-G in the area bounded by:

West 21st Street; the public alley west of and parallel to South Halsted Street; West Cermak Road; and South Racine Avenue,

to those of a C3-2 Commercial, Manufacturing and Employment District and its corresponding use district is hereby established in the area above described;

And

that the Chicago Zoning Ordinance be amended by changing all of the M2-3 symbols and indications on Map Number 4-F in the area bounded by:

a line 654.79 feet north of and parallel to the centerline of vacated West 21st

Street; a line 81.5 feet east of and parallel to South Desplaines Street; a line 625 feet north of and parallel to the centerline of vacated West 21st Street; a line 97.5 feet east of and parallel to South Desplaines Street; a line 630.79 feet north of and parallel to the centerline of vacated West 21st Street; West Cullerton Street; a line 133 feet east of and parallel to the centerline of vacated South Jefferson Street; a line 211.45 feet south of and parallel to West Cullerton Street; vacated South Jefferson Street; a line 189.78 feet south of and parallel to the centerline of vacated West 21st Street; a line 396.86 feet west of and parallel to the centerline of vacated South Jefferson Street; the centerline of vacated West 21st Street; South Ruble Street; a line 192.8 feet north of and parallel to the centerline of vacated West 21st Street; the public alley next east of and parallel to South Ruble Street; a line 190.79 feet north of and parallel to the centerline of vacated West 21st Street; and West Desplaines Street,

to those of a C3-3 Commercial, Manufacturing and Employment District and its corresponding use district is hereby established in the area above described;

And

that the Chicago Zoning Ordinance be amended by changing all of the M2-3 symbols and indications on Map Number 4-F in the area bounded by:

South Clinton Street; West 18th Street; South Canal Street; and West 16th Street,

to those of a C3-3 Commercial, Manufacturing and Employment District and its corresponding use district is hereby established in the area above described;

And

that the Chicago Zoning Ordinance be amended by changing all of the B3-1, C1-2, C2-1, C2-2, C3-2, M1-2, M2-1, M2-2, M2-3, M2-4, M3-1, and M3-3, symbols and indications on Map Numbers 4-F, 6-F, 6-G, 6-H and 8-H in the area bounded by:

South Blue Island Avenue; West Cermak Road; South Loomis Street; West 21st Street; South Racine Avenue; West Cermak Road; South Jefferson Street and vacated South Jefferson Street; a line 211.45 feet south of and parallel to West Cullerton Street; a line 133 feet east of and parallel to the centerline of vacated South Jefferson Street; West Cullerton Street and the centerline extended east where no street exists; South Normal Avenue; West 18th Street; South Canal Street; a line 181.57 feet north of and parallel to West 18th Street; West 16th Street; the South Branch of the Chicago River; the Amtrak Railroad Bridge; South Stewart Avenue and the centerline extended north where no street exists; West Cermak Road; South Canal Street; South Archer Avenue; South Grove Street; the south right-of-way line of the Canadian National Illinois Central Railroad; South Senour Avenue; West 25th Street; South Eleanor Street; South

Loomis Street; the south branch of the turning basin of the south branch of the Chicago River; the south fork of the south branch of the Chicago River; South Archer Avenue; the north right-of-way line of the Adlai E. Stevenson Expressway (I-55); South Damen Avenue; West 32nd Street; West Bross Avenue; and South Western Avenue,

excluding:

Waterway Planned Development Number 419 in the area bounded by:

South Lumber Street; a line 314.11 feet long that is 870.86 feet southwest of West 22nd Street (as measured along South Lumber Street) to a point 367.95 feet northeast of the Dan Ryan Expressway (as measured along the south branch of the Chicago River); and the Dan Ryan Expressway;

Waterway Manufacturing Planned Development Number 510 in the area bounded by:

the south branch of the Chicago River to the south; Canal Street to the east; South Lumber Street to the north; and a line lying perpendicular to South Lumber Street and being 404.39 feet north of the northeast corner of the intersection of South Lumber and West 22nd (Cermak) Streets to the west;

Riveredge Commercial Planned Development Number 553 in the area bounded by:

the south dock line of the west fork of the south branch of the Chicago River; South Ashland Avenue; a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the Chicago River and running south 88 degrees, 12 minutes, 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest having a radius of 445.10 feet and whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of curvature; thence southwesterly 203.38 feet along the arc of a circle convex to the southeast having a radius of 534.80 and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; and the Santa Fe Slip, or the centerline thereof if extended where no slip exists;

Manufacturing Planned Development Number 663 in the area bounded by:

a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the

Chicago River and running south 88 degrees, 12 minutes, 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest having a radius of 445.10 feet whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of curvature; thence southwesterly 203.38 feet along the arc of a circle convex to the southeast having a radius of 534.80 feet and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; thence south 00 degrees, 09 minutes, 27 seconds west, 505.48 feet to a point of tangency; thence north 68 degrees, 23 minutes, 27 seconds east, 379.11 feet to a point of tangency; thence north 1 degree, 32 minutes, 14 seconds west, 538.32 feet to a point of tangency; thence north 00 degrees, 14 minutes, 18 seconds west, 196.85 feet to the point of beginning;

Waterway Commercial Manufacturing Planned Development Number 758 in the area bounded by:

the south line of the Burlington Northern Santa Fe Railroad (formerly known as the CB&Q Railroad) right-of-way; a line 880.05 feet east of South Damen Avenue; a line approximately 205 feet north of Line A, as depicted on the survey of the subject property published in the *Journal of the Proceedings of the City Council of the City of Chicago* for August 30, 2000; a line 959.90 feet east of South Damen Avenue; the north bank of the west fork of the south branch of the Chicago River; and South Damen Avenue; and

Waterway Business Planned Development Number 868 in the area bounded by:

that part of Lots 3 through 15, both inclusive, in the south branch addition to Chicago, in Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, said plat being ante-fire described as follows:

beginning at the intersection of the boundary line between said Lots 3 and 4 with the northwesterly line of South Grove Street; thence north 25 degrees, 48 minutes, 29 seconds east along said northwesterly line of said South Grove Street 22.31 feet; thence north 63 degrees, 46 minutes, 24 seconds west along a line passing through the most southerly point of the most southerly pilaster of the southerly wall of a garage warehouse building of said Lot 3, a distance of 227.64 feet to the easterly line of the Sanitary District of Chicago property as described in warranty deed recorded July 24, 1904, as Document Number 3571373, said intersection being 24 feet, 4¼ inches north of the boundary line between said Lots 3 and 4; thence south 27 degrees, 20 minutes, 48 seconds west along said east line and the east line of premises conveyed by warranty deed recorded December 20, 1904, as Document Number 3634733, a distance of 123.42 feet; thence south 30 degrees, 50

minutes, 35 seconds west along said east line and the east line of premises conveyed by warranty deed recorded October 3, 1902, as Document Number 3302651, a distance of 506.31 feet to the southwesterly line of said Lot 15; thence south 45 degrees, 20 minutes, 11 seconds east along said southwesterly line 257.51 feet to the southerlymost corner of said Lot 15; thence north 58 degrees, 17 minutes, 49 seconds east along the southeasterly line of said Lot 15, a distance of 59.00 feet to the easterlymost corner of said Lot 15; thence north 25 degrees, 48 minutes, 29 seconds east 637.22 feet to the point of beginning,

to the designation of the Pilsen P.M.D. Number 11 which is hereby established in the area above described, subject to the use and bulk regulations set forth in Section 2 hereof.

SECTION 2. Chapter 16-8 of the Municipal Code of Chicago is hereby amended by adding the Pilsen P.M.D. Number 11 in its entirety as follows:

A. Purpose.

The Pilsen P.M.D. Number 11 is intended to:

1. to foster the city's industrial base;
2. to maintain the city's diversified economy for the general welfare of its citizens;
3. to strengthen existing manufacturing areas that are suitable in size, location and character and which the City Council deems may benefit from designation as a P.M.D.;
4. to encourage industrial investment, modernization and expansion by providing for stable and predictable industrial environments; and
5. to help plan and direct programs and initiatives to promote the growth and development of the city's industrial employment base.

B. Allowed Uses.

The following uses and facilities are allowed in the Pilsen P.M.D. Number 11 in accordance with the use table of this section.

1. Permitted Uses.

Uses identified with a "P" are permitted by-right in the subject zoning district, subject to compliance with all other applicable standards of this Zoning Ordinance.

2. Special Uses.

Uses identified with an "S" may be allowed if reviewed and approved in accordance with the Special Use procedures of Section 11.10-1 of the Chicago Zoning Ordinance.

3. Prohibited Uses.

Uses identified with a "-" are expressly prohibited. Uses that are not listed in the table are also prohibited.

4. Use Standards.

The "Use Standard" column of the following Use Table identifies use-specific standards that apply to some uses. Compliance with such standards is required regardless of whether the use is a Permitted (P) or Special Use (S).

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Use Category</u>	<u>Number 11</u>	
<u>Specific Use Type</u>		
<u>Public And Civic</u>		
<u>Parks And Recreation</u> <u>(except as more specifically</u> <u>regulated)</u>	<u>S</u>	
<u>Community Centers,</u> <u>Recreation Buildings and</u> <u>Similar Assembly Use</u>	<u>-</u>	
<u>Postal Service</u>	<u>P</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Public Safety Service</u>	<u>P</u>	
<u>Utilities and Services, Minor</u>	<u>P</u>	
<u>Utilities and Services, Major</u> <u>(except as more specifically</u> <u>regulated)</u>	<u>P</u>	
<u>Correctional and Detention</u> <u>Facilities</u>	<u>-</u>	
<u>Commercial</u>		
<u>Adult Use</u>	<u>-</u>	
<u>Animal Services</u>		
<u>Shelters/Boarding</u> <u>Kennels</u>	<u>P</u>	
<u>Sales and Grooming</u>	<u>-</u>	
<u>Veterinary</u>	<u>S</u>	
<u>Building Maintenance</u> <u>Services</u>	<u>P</u>	
<u>Business Support Services</u>		
<u>Copying and Reproduction</u>	<u>P</u>	<u>Max GFA: 3,000</u> <u>square feet, or</u> <u>reuse of existing</u> <u>build.</u>
<u>Business/Trade School</u>	<u>P</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Day Labor Employment Agency</u>	<u>S</u>	
<u>Employment Agencies</u>	<u>P</u>	
<u>Communication Service Establishments</u>	<u>P</u>	
<u>Construction Sales and Service</u>		
<u>Building Material Sales</u>	<u>P</u>	<u>Customer-accessible retail sales areas may not exceed 20% of total floor area</u>
<u>Contractor/Construction Storage Yard</u>	<u>P</u>	
<u>Drive-Through Facility</u>	<u>-</u>	
<u>Eating and Drinking Establishments</u>		
<u>Restaurant, Limited</u>	<u>P</u>	<u>Max GFA: 4,000 square feet</u>
<u>Restaurant, General</u>	<u>P</u>	<u>Max GFA: 4,000 square feet</u>
<u>Tavern</u>	<u>P</u>	<u>Max GFA: 4,000 square feet</u>
<u>Entertainment And Spectator Sports</u>		
<u>Small Venue</u>	<u>-</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Medium Venue</u>	<u>-</u>	
<u>Inter-Track Wagering Facility</u>	<u>S</u>	
<u>Financial Services</u> <u>(except as more specifically</u> <u>regulated)</u>	<u>P</u>	<u>Max GFA: 3,000</u> <u>square feet</u>
<u>Consumer Loan</u> <u>Establishment</u>	<u>-</u>	
<u>Payday Loan Store</u>	<u>-</u>	
<u>Pawn Shop</u>	<u>-</u>	
<u>Food And Beverage Retail</u> <u>Sales</u>	<u>P</u>	<u>Max GFA: 3,000</u> <u>square feet</u>
<u>Gas Stations</u>	<u>S</u>	
<u>Medical Service</u>	<u>P</u>	
<u>Office</u> <u>(except as more specifically</u> <u>regulated)</u>	<u>P</u>	<u>Max GFA: 9,000</u> <u>square feet, or</u> <u>reuse of existing</u> <u>build. or accessory</u> <u>to allowed</u> <u>industrial use</u>
<u>High Technology Office</u>	<u>P</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Electronic Data Storage Center</u>	<u>P</u>	
<u>Parking, Non-Accessory</u>	<u>S</u>	
<u>Personal Service</u>	<u>P</u>	<u>Max GFA: 3,000 square feet</u>
<u>Repair Service, Consumer</u>	<u>P</u>	<u>Max GFA: 3,000 square feet</u>
<u>Residential Storage Warehouse</u>	<u>-</u>	
<u>Retail Sales, General</u>	<u>P</u>	<u>Max GFA: 3,000 square feet, or if accessory sales of goods produced on-site: 20% of on-site GFA</u>
<u>Sports And Recreation, Participant</u>	<u>-</u>	
<u>Vehicle Sales And Service</u>		
<u>Auto Supply/Accessory Sales</u>	<u>-</u>	<u>Max GFA: 3,000 square feet</u>
<u>Car Wash or Cleaning Service</u>	<u>S</u>	
<u>Heavy Equipment Sales/Rental</u>	<u>P</u>	
<u>Light Equipment Sales/Rental (e.g., auto, motorcycle and boat sales)</u>	<u>-</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Motor Vehicle Repair Shop, not including body work, painting or commercial vehicle repairs</u>	<u>P</u>	
<u>Motor Vehicle Repair Shop, may include body work, painting or commercial vehicle repairs</u>	<u>P</u>	
<u>Vehicle Storage and Towing</u>	<u>P</u>	
<u>RVs or Boat Storage</u>	<u>P</u>	
<u>Industrial</u>		
<u>Junk/Salvage Yard</u>		
<u>Storage/Sales Area</u>	<u>S</u>	
<u>Mechanical Separator or Crushing Equipment</u>	<u>S</u>	
<u>Manufacturing, Production And Industrial Service</u>		
<u>Artisan (on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment)</u>	<u>P</u>	
<u>Limited (manufacturing of finished parts or products, primarily from previously prepared materials)</u>	<u>P</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>General (all manufacturing -- except intensive manufacturing -- of finished or unfinished products, primarily from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of such products)</u>	<u>P</u>	
<u>Intensive (manufacturing of acetylene, cement lime, gypsum or plaster-of-paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive materials)</u>	<u>P</u>	
<u>Mining/Excavation</u>	<u>-</u>	
<u>Recycling Facilities</u>		
<u>Class I</u>	<u>P</u>	
<u>Class II</u>	<u>P</u>	
<u>Class III</u>	<u>S</u>	
<u>Warehouse And Freight Movement (except as more specifically regulated)</u>	<u>P</u>	

P = permitted by right

S = special use approval required

- = not allowed

<u>Use Group</u>	<u>P.M.D.</u>	<u>Use Standard</u>
<u>Container Storage</u>	<u>P</u>	
<u>Freight Terminal, Motor</u>	<u>P</u>	
<u>Outdoor Storage of Raw Materials as a Principal Use</u>	<u>P</u>	
<u>Waste-Related Use</u>		
<u>Hazardous Materials Disposal or Storage</u>	<u>S</u>	
<u>Incinerators</u>	<u>-</u>	
<u>Incinerators, Municipal</u>	<u>S</u>	
<u>Liquid Waste Handling Facilities</u>	<u>S</u>	
<u>Reprocessable Construction/ Demolition Material Facility</u>	<u>S</u>	
<u>Resource Recovery Facilities</u>	<u>S</u>	
<u>Sanitary Landfills</u>	<u>S</u>	
<u>Transfer Stations</u>	<u>S</u>	
<u>Other</u>		
<u>Signs, Advertising (Billboards)</u>	<u>S</u>	
<u>Wireless Communication Facilities</u>		
<u>Co-located</u>	<u>P</u>	
<u>Freestanding (Towers)</u>	<u>P</u>	

5. Nonconforming Uses/Structures.

Nonconforming uses may be replaced only with allowed uses.

C. Development Standards.

All development in the Pilsen P.M.D. Number shall comply with the Development Standards of Section 17-6-0405 of the Chicago Zoning ordinance.

1. Floor Area Ratio.

All development in the Pilsen P.M.D. Number 11 is subject to the following maximum floor area ratio standard:

<u>District</u>	<u>Maximum Floor Area Ratio</u>
<u>P.M.D. Number 11</u>	<u>3.0</u>

D. Indoor/Outdoor Operations.

Within 300 feet of any R district, all business, servicing, processing and product assembly must take place within a completely enclosed building.

E. Indoor/Outdoor Storage.

Within 300 feet of any R district, all storage of goods and materials, except motor vehicles, must take place within a completely enclosed building or be effectively screened from view by a solid fence or wall (including solid entrance and exit gates) at least eight feet in height.

SECTION 3. This ordinance shall be effective from and after its passage and publication.

[Exhibit 1 attached to this ordinance printed
on page 41251 of this *Journal*.]

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 2-H, 3-G, 5-H,
5-K, 7-M, 9-K, 9-M, 11-G, 11-M AND 14-J.

(Committee Meeting Held December 16, 2004)

The Committee on Zoning submitted the following report:

1/11/2005

SPECIAL MEETING

41247

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 16, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twenty ordinances which were corrected and amended in their amended form. They are Application Numbers MA-75, A-5499, A-5500, A-5501, A-5502, A-5503, A-5505, A-5506, A-5507, A-5508, A-5509, A-5511, A-5512, A-5513, A-5514, A-5515, A-5517, 14550, 14688 and 14564.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 2-H.
(Application Number 14576)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 2-H in the area bounded by:

West Taylor Street; North Oakley Boulevard; a line 40.7 feet south of and parallel to West Taylor Street; and the alley next west of and parallel to South Oakley Boulevard,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 3-G.
(Application Number 14640)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 3-G in the area bounded by:

West Thomas Street; a line 390.5 feet east of and parallel to North Ashland Avenue; the alley next south of and parallel to West Thomas Street; and a line 365.50 feet east of and parallel to North Ashland Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 14564)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 30.17 feet north of and parallel to West Bloomingdale Avenue; the alley next east of and parallel to North Hermitage Avenue; West Bloomingdale Avenue; and North Hermitage Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-K.
(Application Number 14648)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 5-K in the area bounded by:

West Fullerton Avenue; a line 50.14 feet west of and parallel to North Lowell Avenue; the alley next south of and parallel to West Fullerton Avenue; and a line 125.14 feet west of and parallel to North Lowell Avenue,

to those of a B3-2 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-M.
(Application Number 14656)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 7-M in the area bounded by:

West Diversey Avenue; a line 66.37 feet east of and parallel to North Monitor Avenue; the alley next south of and parallel to West Diversey Avenue; and North Monitor Avenue,

to those of an RT4 Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-K.
(As Amended)
(Application Number 14550)

Be It Ordained by the City Council of the City of Chicago:

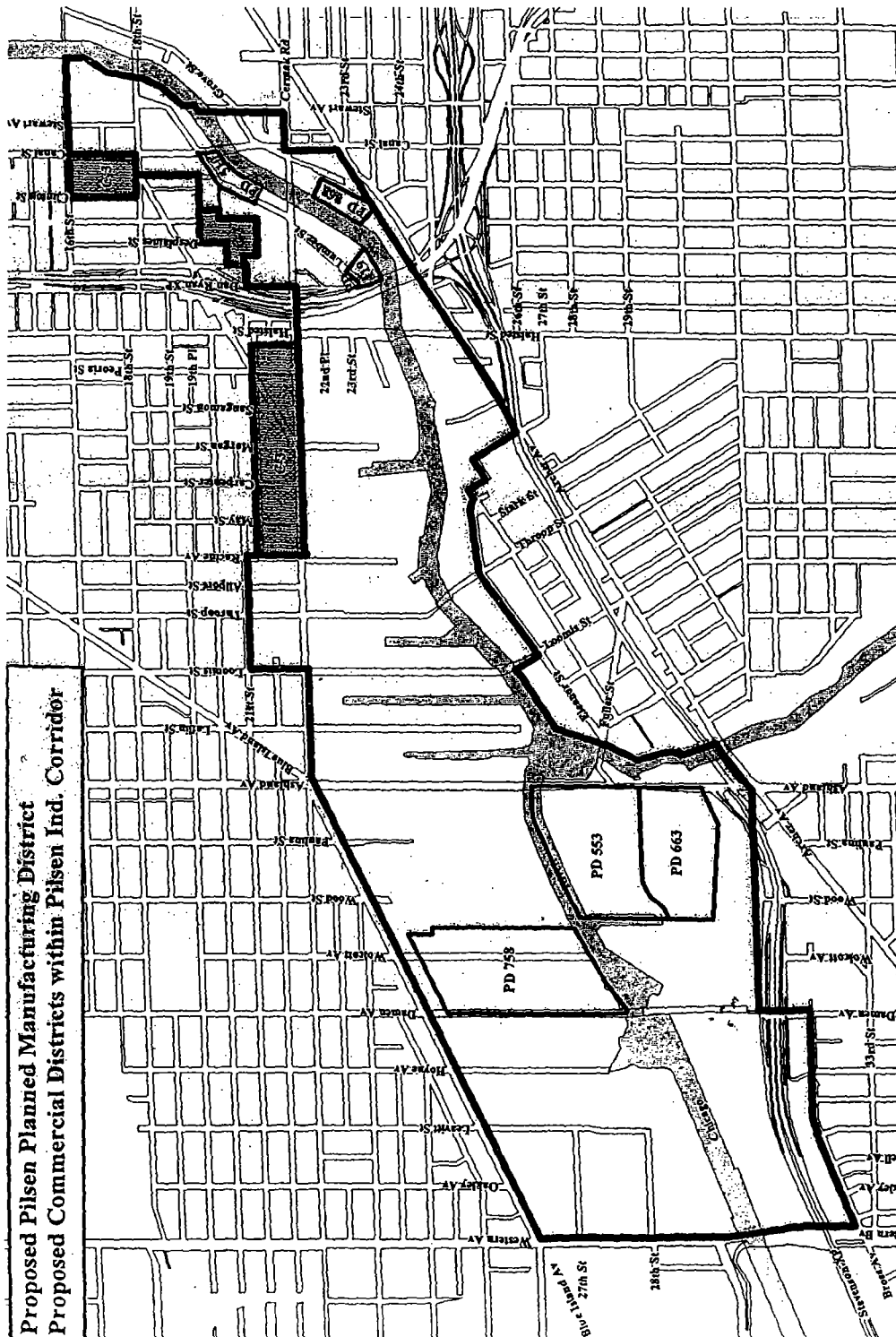
SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 9-K in the area bounded by:

North Milwaukee Avenue; a line 409 feet south of West Addison Street and perpendicular to North Milwaukee Avenue; the alley next east of and parallel to North Milwaukee Avenue; and a line 459.75 feet south of West Addison Street and perpendicular to North Milwaukee Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

Exhibit 1.

Proposed Pilsen Planned Manufacturing District Map.



SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-M.
(Application Number 14653)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 9-M in the area bounded by:

West Addison Street; North Melvina Avenue; the alley next south of and parallel to West Addison Street; and a line 59.20 feet west of and parallel to North Melvina Avenue,

to those of an RS3 Residential Single-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-G.
(Application Number 14599)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 11-G in the area bounded by:

a line 293.47 feet north of and parallel to West Montrose Avenue, as measured at the westerly right-of-way line of North Clark Street; North Clark Street; a line

192.46 feet north of and parallel to West Montrose Avenue, as measured at the westerly right-of-way line of North Clark Street; and the alley next east of and parallel to North Greenview Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-M.
(Application Number 14638)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 11-M in the area bounded by:

West Eastwood Avenue; a line 241 feet west of and parallel to North Central Avenue; the alley next south of and parallel to West Eastwood Avenue; and a line 291 feet west of and parallel to North Central Avenue,

to those of an RT3.5 Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-J.
(Application Number 14693)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 14-J in the area bounded by:

the alley next north of and parallel to West 58th Street; a line 150 feet west of and parallel to South Lawndale Avenue; West 58th Street; and a line 200 feet west of and parallel to South Lawndale Avenue,

to those of an RS3 Residential Single-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREA SHOWN ON MAP NUMBER 2-F.

(As Amended)
(Application Number A-5513)

(Committee Meeting Held December 16, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 16, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twenty ordinances which were corrected and amended in their amended form. They are Application Numbers MA-75, A-5499, A-5500, A-5501, A-5502, A-5503, A-5505, A-5506, A-5507, A-5508, A-5509, A-5511, A-5512, A-5513, A-5514, A-5515, A-5517, 14550, 14688 and 14564.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the DX-7 Downtown Mixed-Use District or C2-5 General Commercial District and DS-5 Downtown Service

District or M2-5 General Manufacturing District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Polk Street; South Clinton Street; West Cabrini Street; South Canal Street; a line 132.52 feet north of and parallel to West Roosevelt Road; a line 100 feet west of and parallel to South Canal Street; a line 131 feet north of and parallel to West Roosevelt Road; South Clinton Street; a line 132.5 feet north of and parallel to West Roosevelt Road; South Jefferson Street; the alley next north of and parallel to West Roosevelt Road; and the west right-of-way line of the Dan Ryan Expressway,

excluding the area bounded by:

West DeKoven Street; South Clinton Street; West Grenshaw Street; and South Jefferson Street,

to those of a DS-5 Downtown Service District.

SECTION 2. This ordinance shall be effective after its passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held December 16, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 16, 2004, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twenty ordinances which were corrected and amended in their amended form. They are Application Numbers MA-75, A-5499, A-5500, A-5501, A-5503, A-5505, A-5506, A-5507, A-5508, A-5509, A-5511, A-5512, A-5513, A-5514, A-5515, A-5517, 14550, 14688 and 14564.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14693, 14576, 14640, 14550, 14656, 14648, 14564, 14653, 14638 and 14599 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5500)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the DX-12 Downtown Mixed-Use or C3-6 Commercial-Manufacturing District symbols and indications on Map Number 2-F in the area bounded by:

a line 223.84 feet north of and parallel to West Van Buren Street; a line 159 feet east of and parallel to South Jefferson Street; a line 100 feet north of and parallel to West Van Buren Street; a line 100 feet east of and parallel to South Jefferson Street; West Van Buren Street; and South Jefferson Street,

to those of a DX-7 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5501)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-16 Downtown Mixed-Use or C3-7 Commercial-Manufacturing District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Quincy Street; a line 159.83 feet east of and parallel to South Jefferson Street; West Jackson Boulevard; and South Jefferson Street,

to those of a DX-12 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5502)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-12 Downtown Mixed-Use or C3-6 Commercial-Manufacturing District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Jackson Boulevard; South Jefferson Street; a line 121.65 feet south of and parallel to West Jackson Boulevard; and the alley next west of and parallel to South Jefferson Street,

to those of a DX-7 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5514)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C3-6 Commercial-Manufacturing District symbols and indications on Map Number 2-F in the area bounded by:

West Harrison Street; the south branch of the Chicago River; West Polk Street; and South Canal Street,

to those of a C3-4 Commercial-Manufacturing District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5515)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-12 Downtown Mixed-Use or C3-6 Commercial-Manufacturing District and DS-5 Downtown Service District or M2-5 General Manufacturing District symbols and indications on Map Number 2-F in the area bounded by:

a line 139.12 feet south of and parallel to West Polk Street; the alley next east of and parallel to South Wells Street; a line 469.49 feet south of and parallel to West Polk Street; and South Wells Street,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number A-5517)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DC-16 Downtown Core or B6-7 Restricted Central Business District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Jackson Boulevard; the western shore line of the south branch of the Chicago River; West Van Buren Street; a line from a point 343.74 feet east of and parallel to South Canal Street; a line from a point 343.74 feet east of South Canal Street as measured along the north line of West Van Buren Street connected by a 400.35 foot arc with a chord of 399.84 feet to a point 302.83 feet east of South Canal Street as measured along the south line of West Jackson Boulevard; and a line 302.83 feet east of and parallel to South Canal Street,

to those of a DC-12 Downtown Core District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-G.
(As Amended)
(Application Number A-5499)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C2-5 Motor Vehicle-Related Commercial District symbols and indications on Map Number 2-G in the area bounded by:

West Madison Street; South Loomis Street; a line 125 feet north of and parallel to West Monroe Street; a line 149 feet west of and parallel to South Loomis Street; West Monroe Street; a line 27 feet east of and parallel to South Laflin Street; the alley next north of and parallel to West Monroe Street; and South Laflin Street,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 2-G.
(As Amended)
(Application Number A-5503)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-3 Light

Manufacturing/Business Park or M1-5 Restricted Manufacturing District symbols and indications as shown on Map Number 2-G in the area bounded by:

a line 69.61 feet north of and parallel to West Van Buren Street; South Racine Avenue; West Van Buren Street; and a line 114 feet west of and parallel to South Racine Avenue as measured along the north line of West Van Buren Street,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 2-K.
(Application Number 14697)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 2-K in the area bounded by:

the public alley next north of and parallel to West Arthington Street; a line 317.57 feet east of and parallel to South Cicero Avenue; West Arthington Street; and a line 292.57 feet east of and parallel to South Cicero Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5505)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown Mixed-Use District or B4-5 Restricted Service District symbol and indications on Map Number 4-E in the area bounded by:

a line 404.83 feet south of and parallel to East 18th Street; South Prairie Avenue;
a line 454.83 feet south of and parallel to East 18th Street; and the alley next west of and parallel to South Prairie Avenue,

to those of a DX-3 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5506)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown Mixed-Use District or B4-5 Restricted Service District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 377.6 feet south of and parallel to East 16th Street; South Indiana Avenue;
a line 328.15 feet south of and parallel to East 16th Street; the alley next east of and parallel to South Indiana Avenue; a line 176.1 feet south of and parallel to East 16th Street; South Prairie Avenue; East 18th Street; South Indiana Avenue;
a line 467.33 feet south of and parallel to East 18th Street; the alley next east of and parallel to South Indiana Avenue; a line 170 feet south of and parallel to East Cullerton Street; South Prairie Avenue; a line 125 feet south of and parallel to East Cullerton Street; the alley next east of and parallel to South Prairie Avenue; East 21st Street; South Prairie Avenue; a line 125.8 feet south of and parallel to East 21st Street; the alley next east of and parallel to South Indiana Avenue; a line 180.8 feet south of and parallel to East 21st Street; South Indiana Avenue; a line 150 feet north of and parallel to East Cermak Road; and the alley next west of and parallel to South Indiana Avenue; or the centerline of said alley where no alley exists,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5507)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown Mixed-Use District or B4-5 Restricted Service District symbols and indications as shown on Map Number 4-E in the area bounded by:

the alley next south of and parallel to East 18th Street; South Calumet Avenue; East Cullerton Street; South Prairie Avenue; a line 101.76 feet north of and parallel to East Cullerton Street; the alley next east of a parallel to South Prairie Avenue; a line 152.5 feet north of and parallel to East Cullerton Street; South Prairie Avenue; a line 228.75 feet north of and parallel to East Cullerton Street; and the alley next east of and parallel to South Prairie Avenue,

to those of a DX-3 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5508)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown

Mixed-Use District or B4-5 Restricted Service District symbols and indications as shown on Map Number 4-E in the area bounded by:

East 18th Street; the alley next east of and parallel to South Prairie Avenue; a line 131 feet south of and parallel to East 18th Street; South Prairie Avenue; a line 74 feet south of and parallel to East 18th Street; and the alley next west of and parallel to South Prairie Avenue,

to those of a DX-3 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5509)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown Mixed-Use District or B4-5 Restricted Service District symbols and indications as shown on Map Number 4-E in the area bounded by:

East 16th Street or the centerline of East 16th Street extended east where no street exists; the northeasterly right-of-way line of the Saint Charles Air Line; East 18th Street or the north line of East 18th Street extended east where no street exists; the southwesterly right-of-way line of the Saint Charles Air Line; a line 201.1 feet south of and parallel to the centerline of East 16th Street; and South Prairie Avenue,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number A-5512)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-12 Downtown Mixed-Use District or B6-6 Restricted Central Business District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 290 feet north of and parallel to East 13th Street; the east right-of-way line of the C.T.A. elevated; East 14th Place; and South State Street,

to those of a DX-7 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 4-F.
(As Amended)
(Application Number A-5511)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DS-5 Downtown Service District or M2-4 General Manufacturing District symbols and indications as shown on Map Number 4-F in the area bounded by:

West Maxwell Street; South Clinton Street; West 14th Place; and South Jefferson Street,

to those of a DS-3 Downtown Service District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 14688)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Charleston Street; a line 164 feet west of and parallel to North Hoyne Avenue; the alley next south of West Charleston Street; and a line 212 feet west of and parallel to North Hoyne Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-J.
(Application Number A-5534)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-J in the area bounded by:

North Drake Avenue; a line 85 feet south of and parallel to the public alley next south of and parallel to West Armitage Avenue; a line 135 feet south of and parallel to the public alley next south of and parallel to West Armitage Avenue; and the public alley next west of and parallel to North Drake Avenue,

to those of an R4 Restricted Service District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and in effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-J.
(Application Number A-5535)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-J in the area bounded by:

West Dickens Avenue; a line 96 feet west of and parallel to North Spaulding Avenue; a line 146 feet west of and parallel to North Spaulding Avenue; and the public alley next north of and parallel to North Dickens Avenue,

to those of an R4 Restricted Service District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and in effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-J.
(Application Number A-5536)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-J in the area bounded by:

West Cortland Street; North St. Louis Avenue; a line 25 feet west of and parallel to North St. Louis Avenue; and the public alley next north of and parallel to West Cortland Street,

to those of an R4 Restricted Service District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and in effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-L.
(Application Number A-5597)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-1 Restricted Retail District and C2-1 General Commercial District symbols as shown on Map Number 7-L in the area bounded by:

West Wolfram Street; North Cicero Avenue; West Diversey Avenue; and the public alley next west of and parallel to North Cicero Avenue,

to those of an R3 General Residence District which is hereby established in the area above described.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 10-I.
(Application Number A-5367)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 10-I in the area bounded by:

the public alley next north of and parallel to West 47th Street; South Talman Avenue; West 47th Street; and a line 52 feet west of and parallel to South Talman Avenue,

to those of a B4-1 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION OF AREAS SHOWN ON
MAP NUMBERS 3-G, 5-H, 7-H AND 9-O.

(Committee Meeting Held January 6, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 6, 2005, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of two ordinances which were corrected and amended in their amended form. They are Application Numbers 14091 and 14666 (Wilson Yards).

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14091, 14575, 14644, 14645 and 14692 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14091, 14575, 14644, 14645 and 14692 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 3-G.
(As Amended)
(Application Number 14091)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Residential Planned Development Number 46 symbols and indications as shown on Map Number 3-G in the area bounded by:

a line 125 feet northeast of and parallel to North Milwaukee Avenue; the westerly right-of-way line of the John Fitzgerald Kennedy Expressway; West Augusta Boulevard; North Milwaukee Avenue; and West Cortez Street,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14575)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Dickens Avenue; North Winchester Avenue; the alley next south of and parallel to West Dickens Avenue; and a line 48.7 feet west of and parallel to North Winchester Avenue,

to those of an RT4 Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14644)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 262.28 feet north of and parallel to West Cortland Street; North Winchester Avenue; a line 238.15 feet north of and parallel to West Cortland Street; and the alley next west of and parallel to North Winchester Avenue,

to those of an RT3.5 Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 7-H.
(Application Number 14645)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 122.7 feet south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Marshfield Avenue; a line 147.74 feet south of West Wrightwood Avenue; and North Marshfield Avenue,

to those of an RT3.5 Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 9-O.
(Application Number 14692)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 9-O in the area bounded by:

a line 125.46 feet south of and parallel to North Cornelia Avenue; a line from a point 125.46 feet south of and parallel to North Cornelia Avenue and 117.26 feet east of North Oketo Avenue to a point 188.36 feet south of North Cornelia Avenue and 115.23 feet east of North Oketo Avenue; a line 188.36 feet south of West Cornelia Avenue; and North Oketo Avenue,

to those of an RS3 Residential Single-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held January 6, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2005.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 6, 2005, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of two ordinances which were corrected and amended in their amended form. They are Application Numbers 14091 and 14666 (Wilson Yards).

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14091, 14575, 14644, 14645 and 14692 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14091, 14575, 14644, 14645 and 14692 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 14695)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 75 feet east of and parallel to North Bishop Street; West Grand Avenue; and a line 50 feet east of and parallel to North Bishop Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 3-G.
(Application Number 14665)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 General Residence District symbols as shown on Map Number 3-G in the area bounded by:

West Chestnut Street; a line 168.00 feet west of North Noble Street; the alley north of and parallel to West Chestnut Street; and a line 192.00 feet west of North Noble Street,

to those of an RM-5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-G.
(As Amended)
(Application Number 14666)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C2-3 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 11-G in the area described as:

that part of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the westerly line of North Broadway with the north line of West Montrose Avenue; thence west on the north line of West Montrose Avenue, a distance of 476.89 feet to the point of intersection of said north line of West Montrose Avenue with the easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being the arc of a circle, convex to the northeast, having a radius of 2,694.90 feet, an arc distance of 219.79 feet to a point of tangency, said point of tangency being 216.05 feet north of the north line of West Montrose Avenue, as measured along a line perpendicular thereto and 380.36 feet southwesterly of the southwesterly line of North Broadway, as measured along a line perpendicular thereto; thence continuing northwesterly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being a straight line tangent to the last described arc, a distance of 377.34 feet to a point; thence easterly along a straight line, which forms the counterclockwise angle, from south to east, of 88 degrees, 01 minutes, 01 seconds, with the last described line, a distance of 311.75 feet to a point on the west line of North Broadway; thence southeasterly along the westerly line of North Broadway, a distance of 705.87 feet to the point of beginning and the area adjacent to said land to the centerlines of the public rights-of-way on North Broadway and West Montrose Avenue, in Cook County, Illinois,

to those of a C2-5 Motor Vehicle-Related Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-5 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 11-G in the area described as:

that part of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the westerly line of North Broadway with the north line of West Montrose Avenue; thence west on the north line of West Montrose Avenue, a distance of 476.89 feet to the point of intersection of said north line of West Montrose Avenue with the easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being the arc of a circle, convex to the northeast, having a radius of 2,694.90 feet, an arc distance of 219.79 feet to a point of tangency, said point of tangency being 216.05 feet north of the north line of West Montrose Avenue, as measured along a line perpendicular thereto, and 380.36 feet southwesterly of the southwesterly line of North Broadway, as measured along a line perpendicular thereto; thence continuing northwesterly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being a straight line tangent to the last described arc, a distance of 377.34 feet to a point; thence easterly along a straight line, which forms the counterclockwise angle, from south to east, of 88 degrees, 01 minutes, 01 seconds, with the last described line, a distance of 311.75 feet to a point on the west line of North Broadway; thence southeasterly along the westerly line of North Broadway, a distance of 705.87 feet to the point of beginning and the area adjacent to said land to the centerlines of the public rights-of-way on North Broadway and West Montrose Avenue, in Cook County, Illinois,

to those of a Residential Business Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as Residential Business Planned Development (the "Planned Development") consists of approximately two hundred forty-four thousand two hundred sixteen (244,216) net square feet (five and six-tenths (5.6) acres) of real property located in the area generally located at 4400 North Broadway and described as follows:

that part of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the westerly line of North Broadway with the north line of West Montrose Avenue; thence west on the north line of West Montrose Avenue, a distance of 476.89 feet to the point of intersection of said north line of West Montrose Avenue with the easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being the arc of a circle, convex to the northeast, having a radius of 2,694.90 feet, an arc distance of 219.79 feet to a point of tangency, said point of tangency being 216.05 feet north of the north line of West Montrose Avenue, as measured along a line perpendicular thereto, and 380.36 feet southwesterly of the southwesterly line of North Broadway, as measured along a line perpendicular thereto; thence continuing northwesterly along said easterly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, being a straight line tangent to the last described arc, a distance of 377.34 feet to a point; thence easterly along a straight line, which forms the counterclockwise angle, from south to east, of 88 degrees, 01 minutes, 01 seconds, with the last described line, a distance of 311.75 feet to a point on the west line of North Broadway; thence southeasterly along the westerly line of North Broadway, a distance of 705.87 feet to the point of beginning and the area adjacent to said land to the centerlines of the public rights-of-way on North Broadway and West Montrose Avenue (the "Property").

The Property is currently owned by four (4) entities: the Chicago Transit Authority (C.T.A.), Aldi, Inc., Marvin Ganek and Lawrence Montrose. Holsten Real Estate Development Corporation, an Illinois corporation (the "Applicant") is the Applicant for this Planned Development with the authorization of C.T.A., Aldi, Inc., Marvin Ganek and Lawrence Montrose.

2. The Applicant or its successors, assignees or grantees shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors except as provided herein. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors and their respective successors and assignees. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this statement shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), shall be made or authorized by all the owners of the Property and any ground lessors of the Property subject, however, to the following exceptions and conditions: (a) any changes or modifications to this Planned Development applicable to or in a given subarea designated pursuant to statement number 10 below need only be made or authorized by the owners and/or ground lessors of such subarea; provided, however, that for so long as the Applicant or any affiliate thereof owns or controls any part of the Property, any application to the City for any such changes or modifications (administrative, legislative or otherwise) must in all cases be authorized by the Applicant; and (b) where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions of the improvements and not to the individual unit owners therein. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term "the Applicant" shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its

beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder; provided, however, that the Applicant's right to authorize changes or modifications to this Planned Development for so long as it owns or controls all or any portion of the Property as set forth in clause (a) of this statement Number 3 above shall not be deemed amended or transferred to apply to a transferee (or its beneficiaries as aforesaid) unless expressly assigned in a written instrument executed by the original Applicant hereunder.

4. This plan of development consists of these sixteen (16) statements; a Bulk Regulations and Data Table; and the following documents prepared by Fitzgerald Associates Architects, dated November 3, 2004 (collectively, the "Plans"): an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; a Site Plan; a Landscape Plan; and Building Elevations. Full-sized copies of the Plans are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses of the Property shall be permitted: dwelling units and other household living uses; eating and drinking establishments; entertainment; food and beverage sales; office; retail sales; theaters; public transportation operations and maintenance uses; accessory and non-accessory parking; temporary buildings for construction purposes; accessory uses; and all other uses permitted in the C2-5 Motor Vehicle-Related Commercial District.
6. Signs shall be permitted within the Planned Development in accordance with the requirements of the C2-5 Motor Vehicle-Related Commercial District; provided that the Maximum Total Sign Area permitted in the Planned Development shall be six thousand five hundred (6,500) square feet. No approvals shall be required for any signage located in and designed to be viewed solely from the interior of any improvements on the Property.
7. The improvements of the Property shall be designed, constructed and maintained in substantial conformance with the Plans described in Statement 4 above, and in accordance with the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance.
8. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this Planned Development,

the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.

9. For purposes of floor area, floor area ratio ("F.A.R.") and building height calculations, the definitions of the Chicago Zoning Ordinance in effect as of the date hereof shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, such floor area shall not include (a) all floor area devoted to mechanical equipment which exceeds five thousand (5,000) square feet, and (b) all floor area associated with parking and loading areas. The calculation of F.A.R. shall be made based on the net site area of the Planned Development. In addition, the calculation of any building height shall not include elevator shafts, ingress/egress towers, mechanical penthouses and enclosures, telecommunications facilities or architectural design elements such as spires.
10. The Planned Development will conform to the Plans and is intended to include five (5) separate primary components containing (a) a big box retail use, (b) a theater use, (c) housing for elderly persons, (d) rental apartments, and (e) space for small retail, service and other commercial uses. Subject in all cases to the Plans and the other statements, terms, regulations and provisions of this Planned Development, the Applicant shall have the right to designate subareas (which may include air-rights parcels) within the Planned Development from time to time in order to promote orderly development, to facilitate financing, acquisition, leasing or disposition of the Property or relevant portions thereof, to designate zoning control or to otherwise administer this Planned Development. The designation and redesignation of subareas shall not in and of itself require an amendment or minor change to this Planned Development; provided, however, Applicant shall provide notice of all material terms of any such designation to the Department of Planning and Development, including the designated area and bulk regulations that will apply in any such subarea, for said Department's administrative purposes to facilitate Part II review for any such designated subarea. In furtherance of the foregoing, and in all cases subject to compliance with the other statements, terms, regulations and provisions of this Planned Development, the Applicant may allocate or assign the development rights under this Planned Development to and among the designated subareas, including, but not limited to, floor area and F.A.R., signage, building height and parking; provided, however, that the limitations set forth in the Bulk Regulations and Data Table and the Plans identified in statement 4 applicable to the entirety of the Planned Development shall not be exceeded or increased as a result of any such designation(s).

11. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Any changes to ingress and egress as depicted in the Plans and as set forth below shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Off-street parking and loading facilities shall be provided in compliance with this Planned Development. A minimum of two percent (2%) of all parking spaces provided pursuant to this Planned Development shall be designated and designed for parking for the handicapped.
12. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development (the "Commissioner") upon application and a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change in the Planned Development as contemplated by Section 17.13-0611 of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Chicago Zoning Ordinance, such minor changes may include a reduction of the minimum required distance between structures, a reduction of periphery setbacks, an increase of the maximum percent of land covered and changes to the location, size or display of signage. It is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals pursuant hereto.
13. The Chicago Transit Authority (the "C.T.A.") shall have the right to review proposed changes to subareas or modifications to the Planned Development related to portions of the Property that the C.T.A. owns to confirm that such changes or modifications do not adversely affect the C.T.A.'s operation or maintenance of C.T.A. facilities located on the Property.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. Notwithstanding anything to the contrary on the Plans, the Applicant shall design, construct and maintain all buildings located on the Property in a manner generally consistent with the requirements of the City of Chicago's Building Green/Green Roof Matrix in effect as of the date of approval of

this Planned Development. The components of the proposed improvements containing rental apartments and housing for elderly persons will adhere to the Green Criteria that have been adopted by the Department of Housing as of the date of approval of this Planned Development. If the number of affordable dwelling units falls below twenty percent (20%) of the total number of dwelling units in the Planned Development, then the green requirement will be that fifty percent (50%) of the net area of the roof will be covered in vegetation (i.e. green roof) or the buildings will be L.E.E.D. Certified. Retail space in excess of ten thousand (10,000) square feet will be required to have seventy-five percent (75%) of its net roof area covered in vegetation, or fifty percent (50%) of its net roof area covered in vegetation if its building is L.E.E.D. Certified. When the vehicular use area in the Broadway public right-of-way adjacent to the Planned Development is widened the landscaped area shown on the Landscape Plan shall be reduced as required to accommodate such widening.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the improvements of the Property in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities at the time of application for a building permit.
16. Unless substantial construction of the new buildings contemplated by this Planned Development has commenced within six (6) years following adoption of this Planned Development, and unless completion of such buildings is pursued thereafter, then this Planned Development shall expire. If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to the underlying C2-5 Motor Vehicle-Related Commercial District classification. Said six (6) year period may be extended for up to one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that good cause for such an extension is shown.

[Existing Zoning Map; Existing Land-Use Map; Property Line and Boundary Map; Site Plan; Landscape Plan; Landscape Details; Details and Plant Palette; Building Elevations; and First Floor Plan referred to in these Plan of Development Statements printed on pages 41285 through 41296 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development

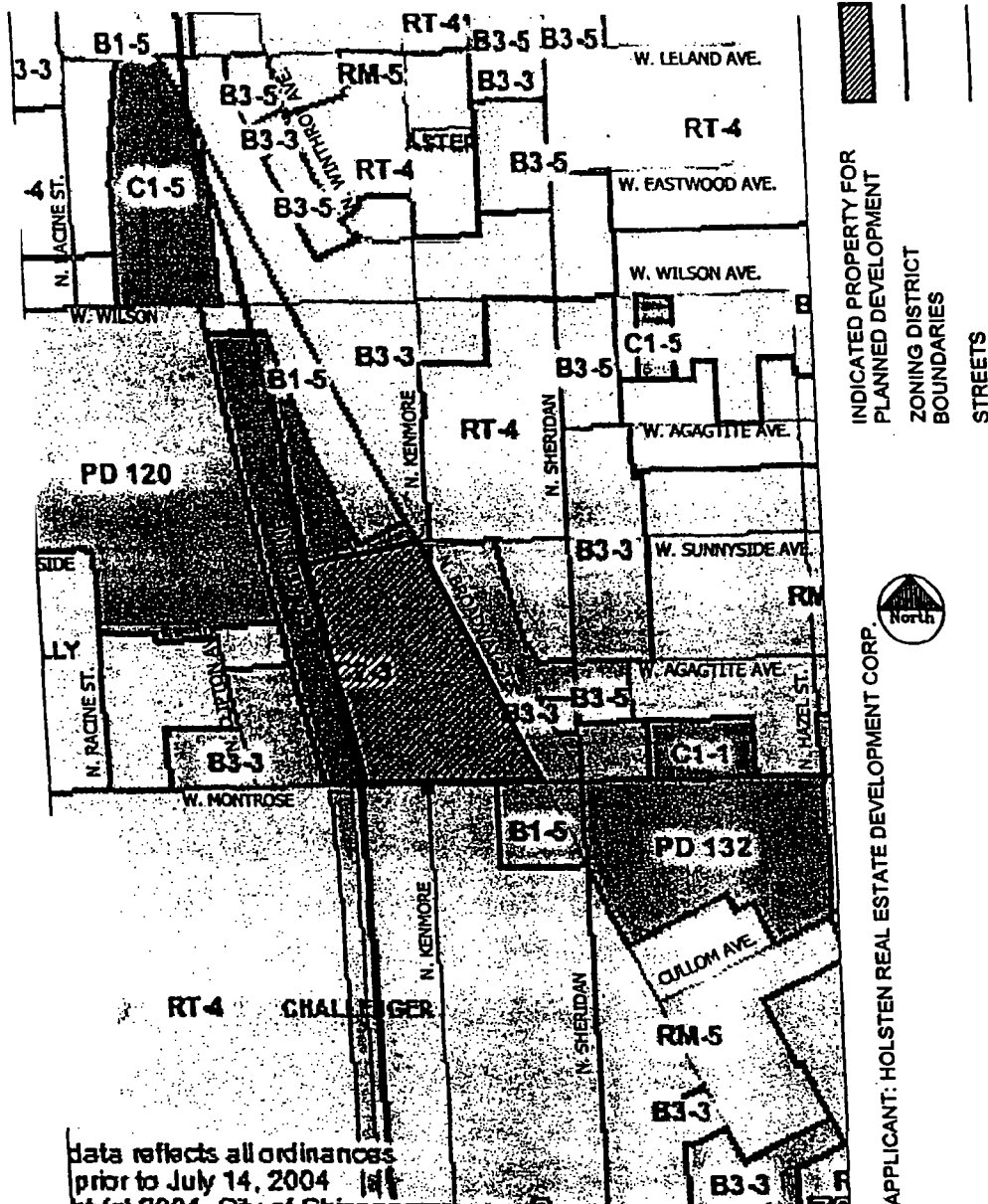
Plan Of Development.

Bulk Regulations And Data Table.

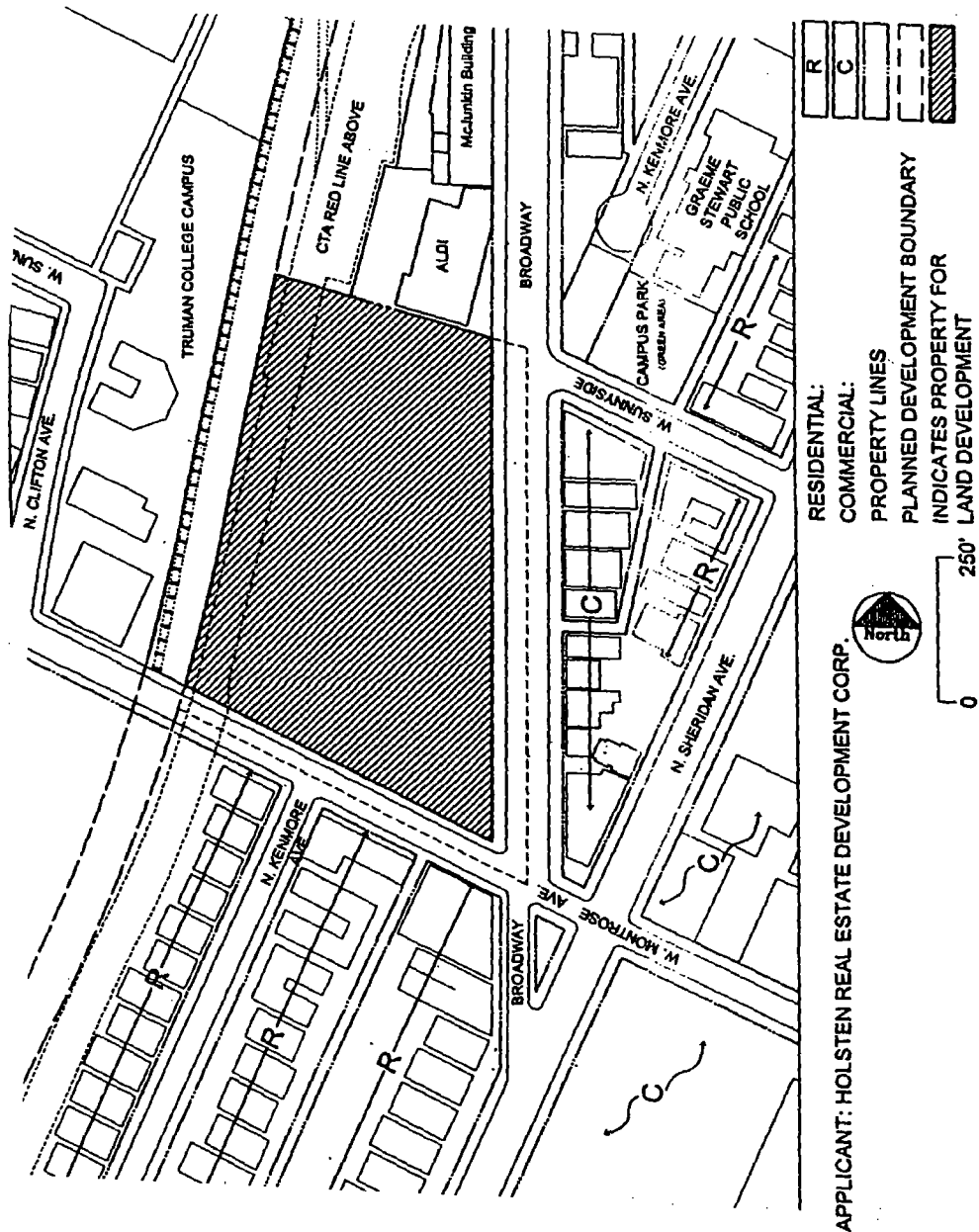
Gross Site Area (297,495 square feet) = Net Site Area (244,216 square feet) + Area Remaining in Public Right-of-Way (53,297 square feet)

Maximum Floor Area Ratio:	4.0
Maximum Number of Dwelling Units:	150
Maximum Site Coverage:	In accordance with the Site Plan
Minimum Number of Off-Street Parking Spaces:	971
Minimum Number of Bicycle Parking Spaces:	25
Minimum Number of Off-Street Loading Berths:	In accordance with the Site Plan
Maximum Building Height:	In accordance with the Site Plan
Minimum Setbacks from Property Line:	In accordance with the Site Plan

Existing Zoning Map.



Existing Land-Use Map.

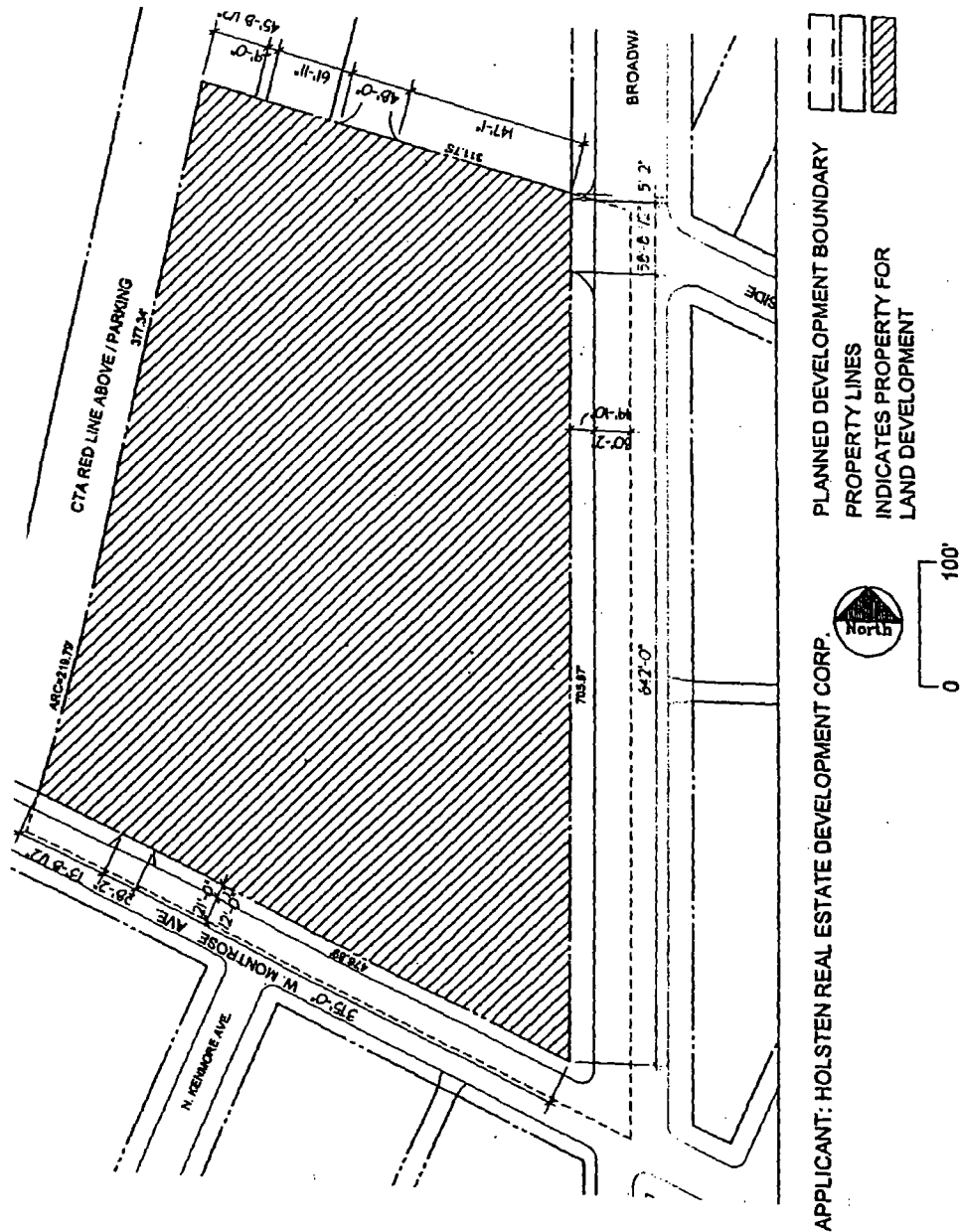


1/11/2005

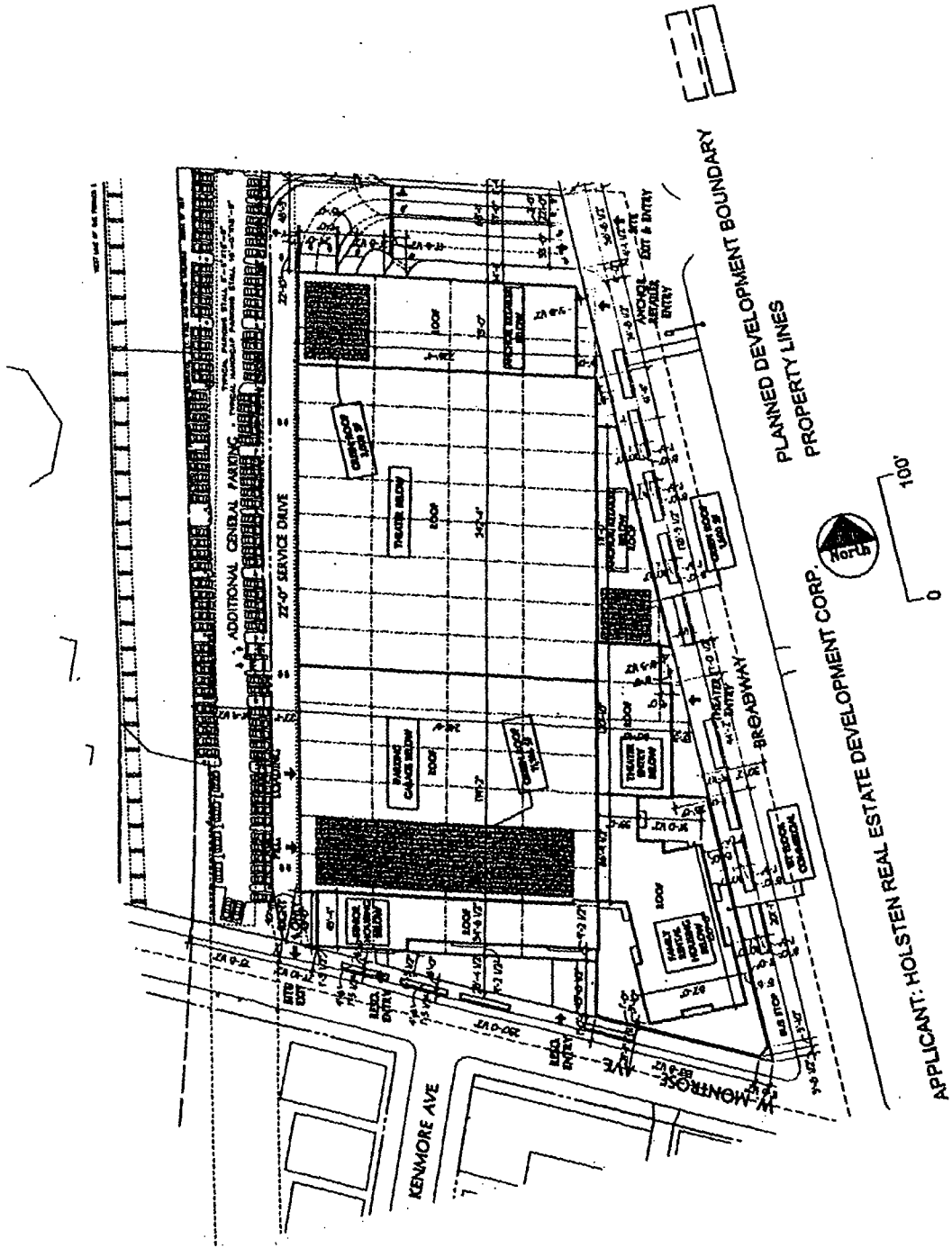
SPECIAL MEETING

41287

Property Line And Boundary Map.



Site Plan.

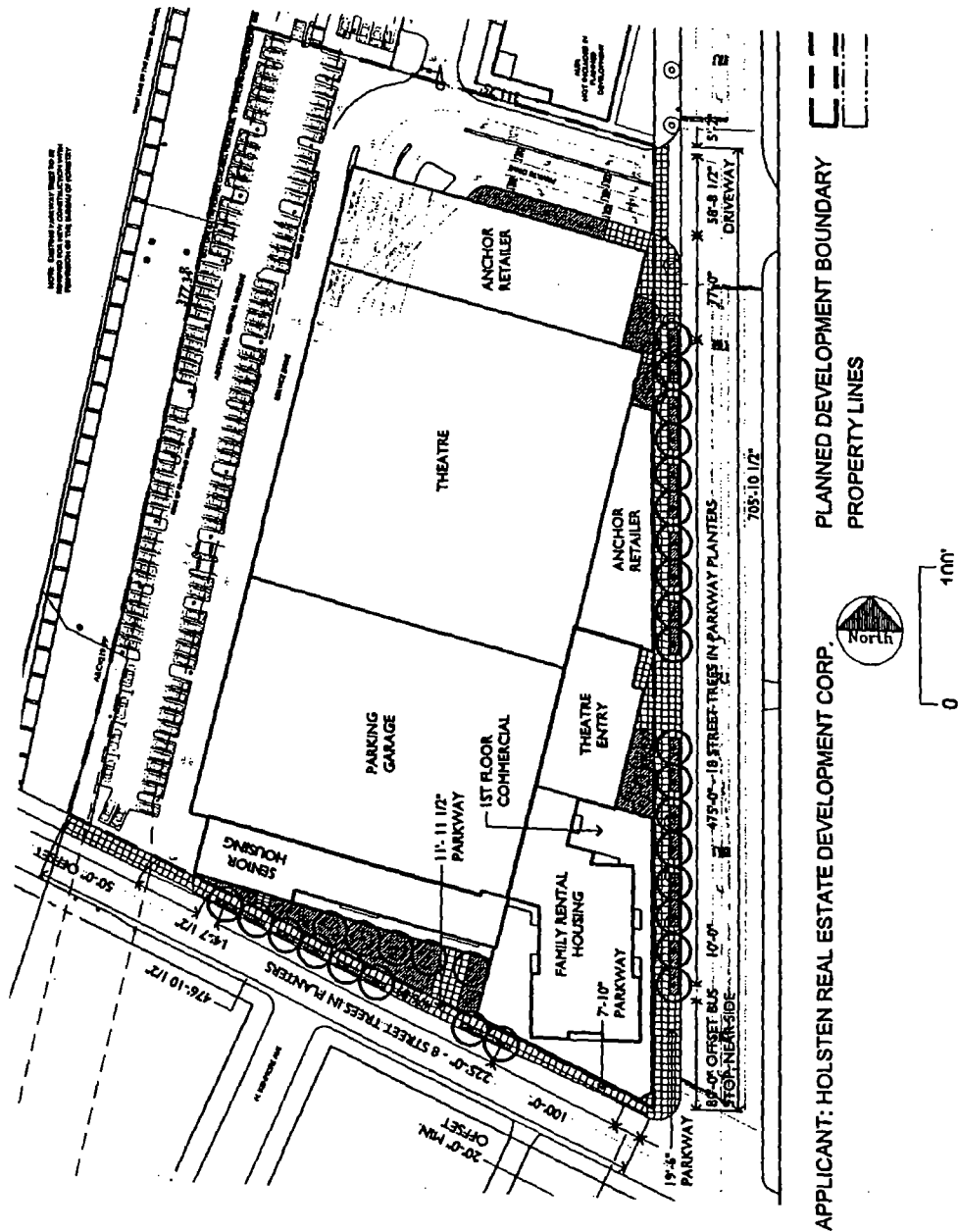


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SPECIAL MEETING

41289

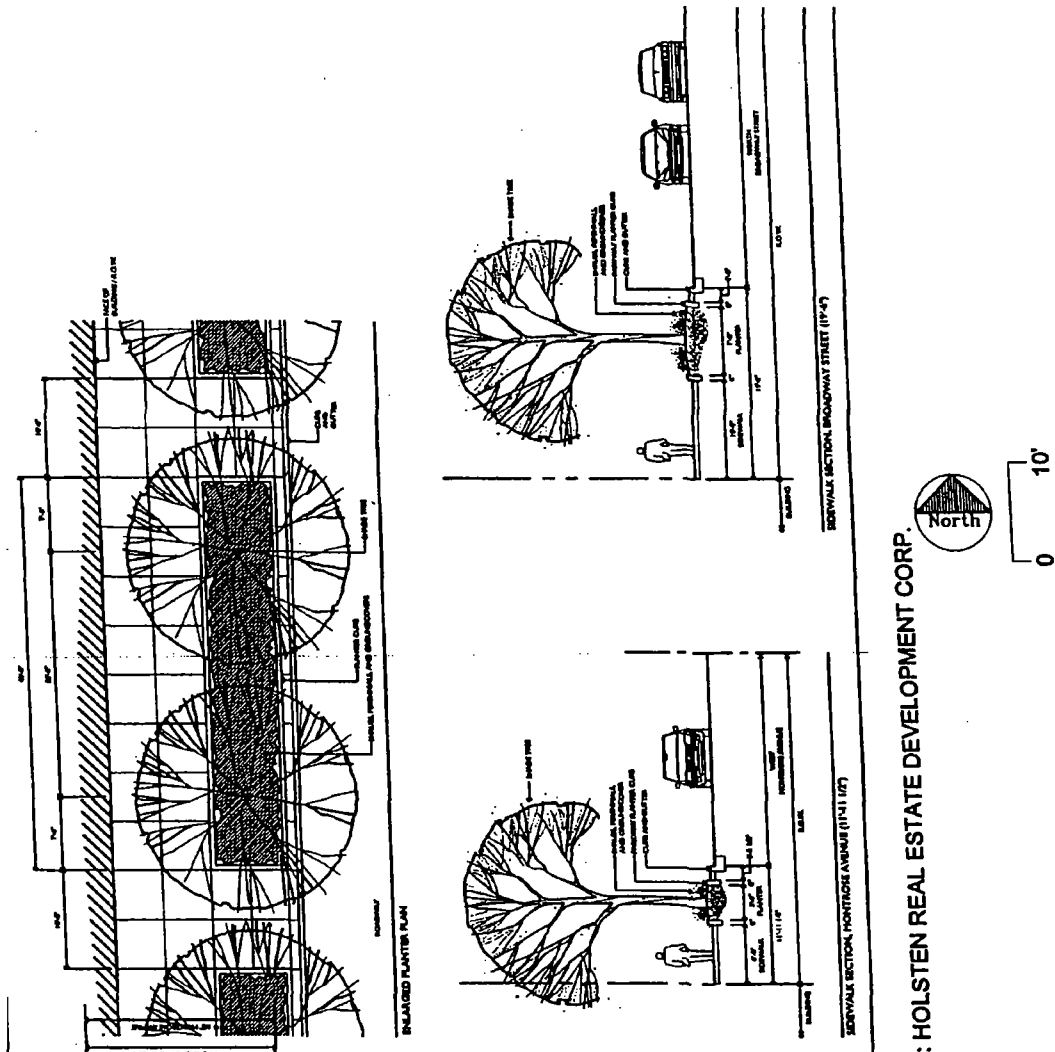
Landscape Plan.



APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.

PLANNED DEVELOPMENT BOUNDARY
PROPERTY LINES

Landscape Details.



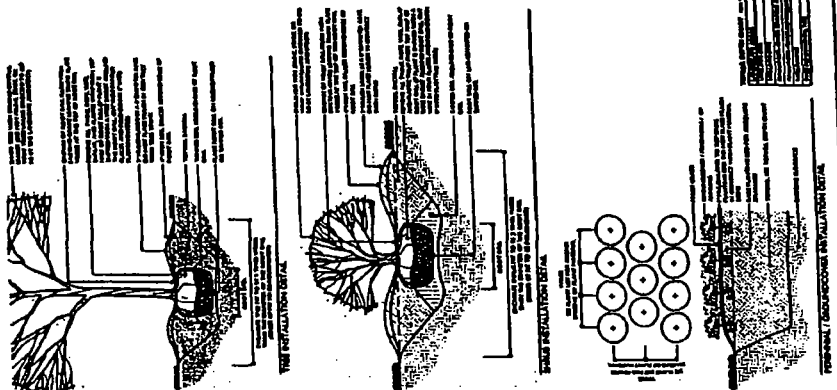
APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.

1/11/2005

SPECIAL MEETING

41291

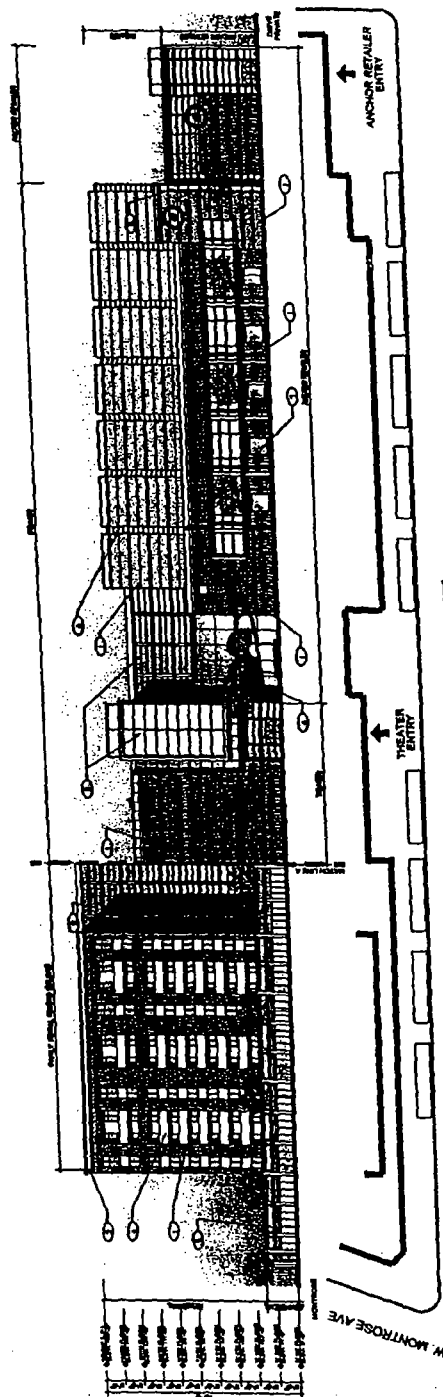
Details And Plant Palette.

[illegible]

APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.



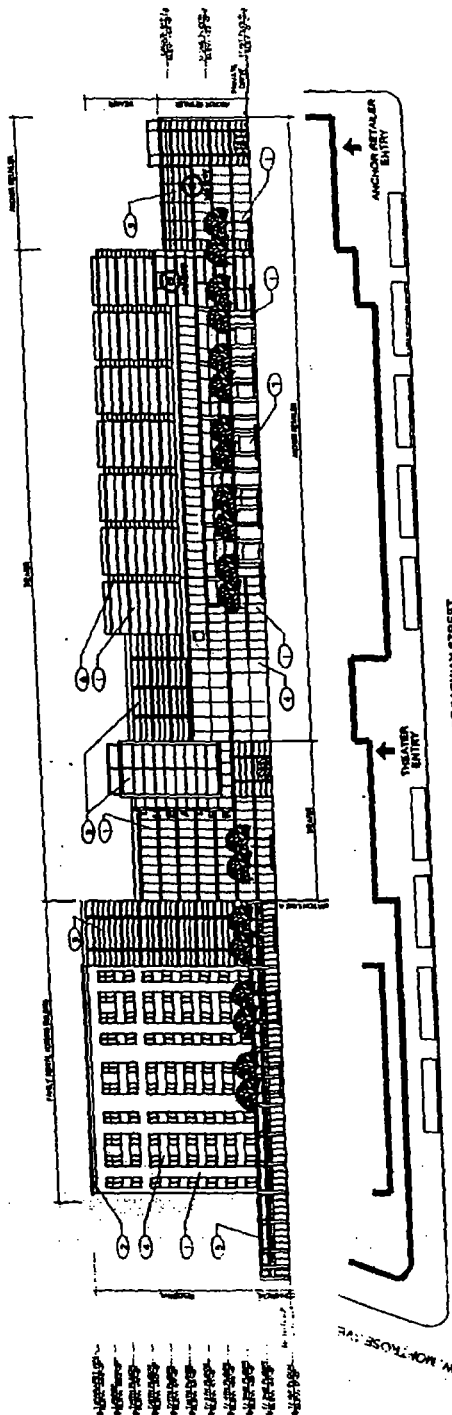
Elevation Along Broadway.



KEYNOTES:

1. BRICK
2. STONE
3. ALUMINUM & GLASS WINDOW
4. METAL PANEL
5. TERRACOTTA
6. ALUMINUM & GLASS WINDOWS & LOUVERS
7. GLASS WINDOW DISPLAY CASE

Broadway Street Elevation.



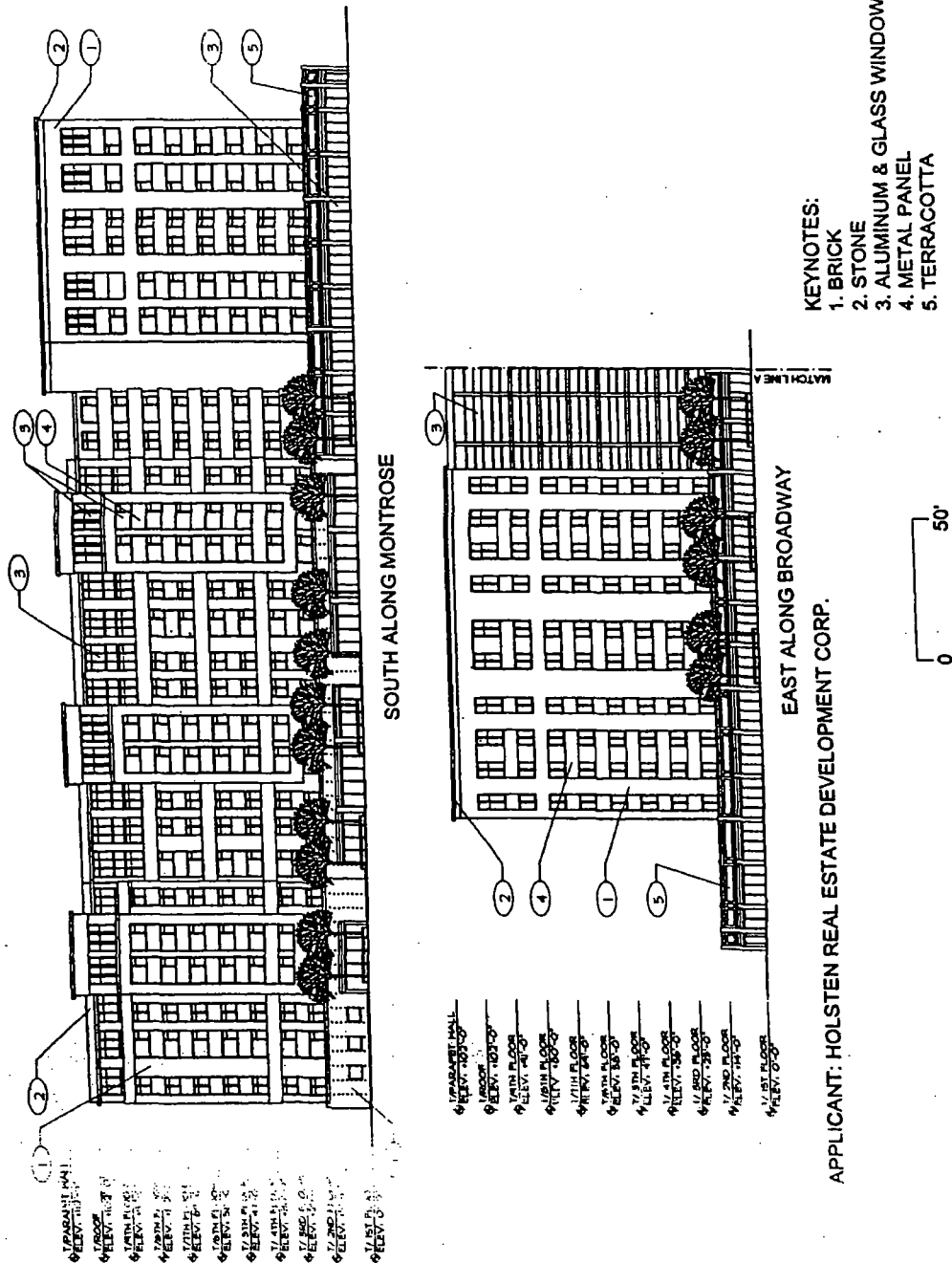
KEYNOTES:

1. BRICK
2. STONE
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4. METAL PANEL
5. TERRACOTTA
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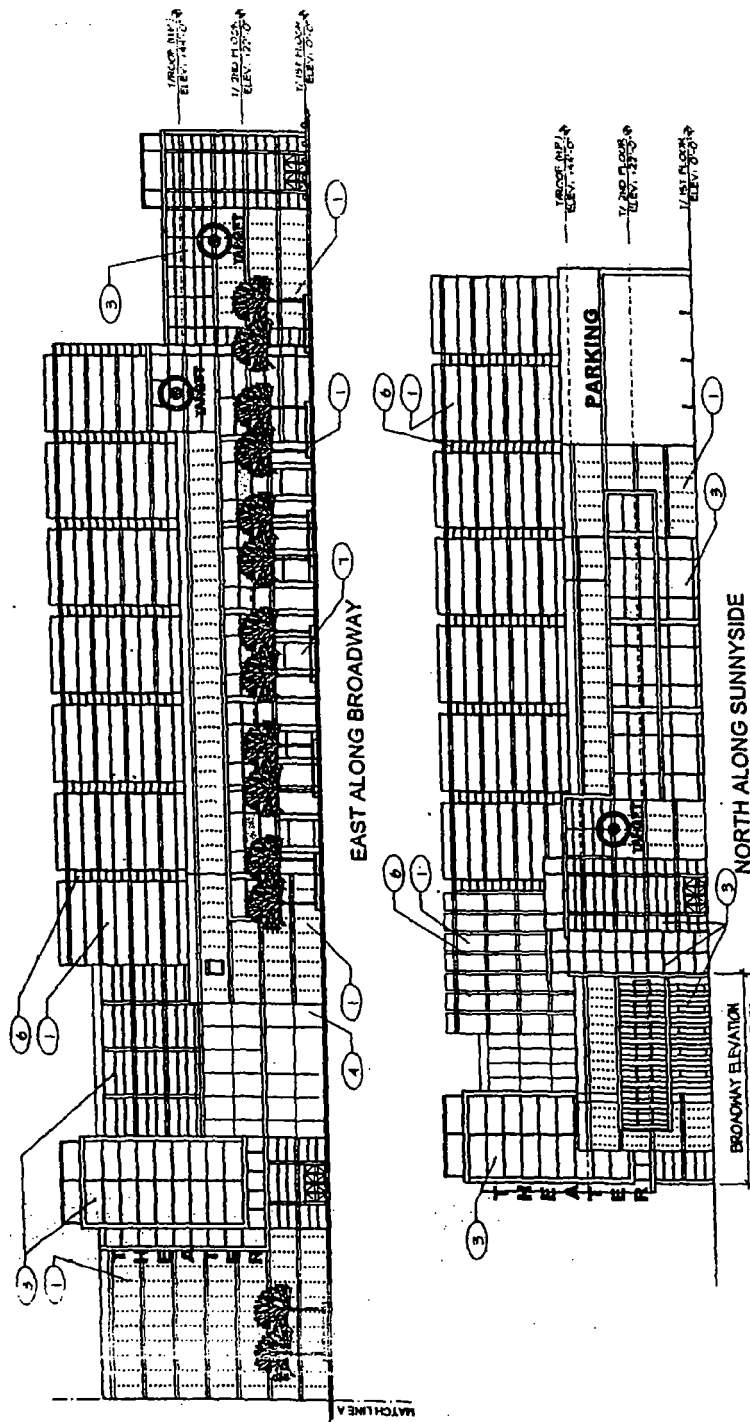
APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.

0 80'

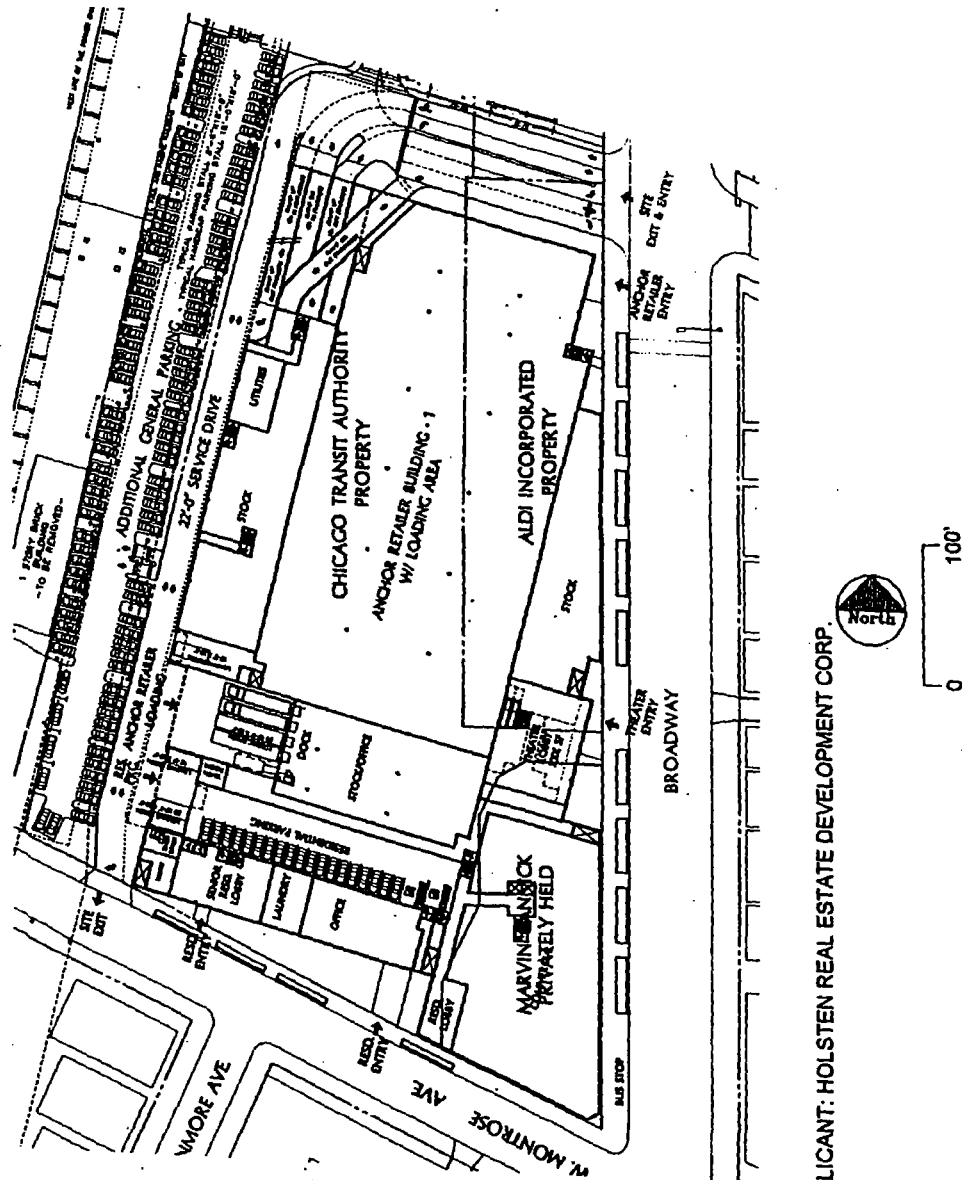
Exterior Elevations.
(Page 1 of 2)



Exterior Elevations.
(Page 2 of 2)



APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.



APPLICANT: HOLSTEN REAL ESTATE DEVELOPMENT CORP.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Balcer, Olivo, Burke, Rugai, E. Smith, Carothers and Schulter. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, Alderman Burke moved that the City Clerk *Accept for Publication* written remarks concerning resolutions adopted in the Agreed Calendar. The motion *Prevailed*.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MS. ROSEMARY KENNEDY.

WHEREAS, Almighty God in His infinite wisdom and mercy has called Rosemary Kennedy to her eternal reward at the age of eighty-six; and

WHEREAS, Born Rose Marie Kennedy in Boston on September 13, 1918, the third of nine children of Joseph and Rose Kennedy came to be known as Rosemary to her family and friends; and

WHEREAS, The oldest sister of President John F. Kennedy and United States Senator Edward Kennedy, Miss Kennedy lived a grace-filled life full of challenges but also full of love; and

WHEREAS, From her earliest years, Miss Kennedy was a powerful source of her family's commitment to help those with disabilities live full and productive lives; and

WHEREAS, Miss Kennedy spent her childhood participating in activities with her large, close-knit family, including tea dances, trips to Europe and a visit to the Roosevelt White House; and

WHEREAS, Miss Kennedy's brave struggle with her handicap served as the inspiration for her younger sister, Eunice Kennedy Shriver, to found the Special Olympics to provide a venue for mentally disabled athletes to participate in sports competition while celebrating their differences publicly; and

WHEREAS, Miss Kennedy continued to attend family gatherings and be involved in the lives of her siblings and their children while living at the Saint Coletta School for Exceptional Children in Jefferson, Wisconsin; and

WHEREAS, Miss Kennedy was a beloved sister and lifelong jewel to every member of her family, and she leaves a legacy of dignity and compassion that will live on in the memories of all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby express our deepest sorrow at the death of Rosemary Kennedy and extend our heartfelt condolences to the members of the Kennedy family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rosemary Kennedy as a sign of our sympathy and good wishes.

Alderman Burke submitted the following written remarks:

Mr. President, Ladies and Gentlemen of the Chicago City Council:

Those of us of a certain age will recall this morning, I'm sure, those very moving television spots during the 1960s in which the late Rose Kennedy, the Kennedy Family matriarch, addressed the American public concerning the issue of mental retardation and described its effect on her own daughter Rosemary. Her words and her openness helped to place a new face on mental retardation in our nation. She

helped to shatter the fear and embarrassment that often accompanied such human difficulties. Rosemary Kennedy, the oldest daughter in the Kennedy family, became a symbol to America of the struggle for recognition for those with mental disabilities. There was a haunting irony that in a family that appeared so blessed, great pain was also a constituent part of family life. Mrs. Kennedy helped to take the veil off the quiet shame of mental disabilities, and Rosemary Kennedy became a quiet symbol of such change in American society.

Few Americans knew Rosemary Kennedy with the same public panache that drew us to other members of this important American family. This morning, we extend our deepest sympathies to the members of the Kennedy family on the death of Rosemary at the age of eighty-six.

Chicago has always been an important place in the life of the Kennedy family. Their ownership of the Merchandise Mart made them an important part of Chicago's commercial life. But their remarkable contribution to the character and sacrifice American life, at the cost of great personal suffering, continues to inspire our nation.

Think of no greater memorial to Rosemary Kennedy than these world games that allow athletes with mental disabilities to discover the champion hidden inside them. These games will always carry the spirit of Rosemary Kennedy around the world. Today, we extend our sympathies to the Kennedy family on the death of this gentle woman. May she rest in peace.

TRIBUTE TO LATE HONORABLE ROBERT T. MATSUI.

WHEREAS, Members of this chamber were deeply saddened to learn of the untimely death of United States Representative Robert T. Matsui on January 1, 2005 at the age of sixty-three; and

WHEREAS, Representing a district that includes the Sacramento, California area, Mr. Matsui served with distinction in the United States Congress for twenty-six years; and

WHEREAS, A third-generation Japanese-American who was born in Sacramento, Mr. Matsui and his family were taken to an internment camp during World War II when he was less than one year old, and he remained in internment camps until he was almost four years old; and

WHEREAS, Mr. Matsui was a graduate of the University of California, Berkeley and of the Hastings College of Law at the University of California; and

WHEREAS, He established a law practice in Sacramento in 1967 and was elected to Sacramento's City Council in 1971; and

WHEREAS, Mr. Matsui was first elected to Congress in 1978 and was overwhelmingly returned to office in every election since, most recently by over seventy-one percent of the vote; and

WHEREAS, Representative Matsui was a senior member on the United States House Ways and Means Committee, the ranking Democrat member on the Social Security Subcommittee and was elected two years ago by his colleagues to serve as chairman of the Democratic Congressional Campaign; and

WHEREAS, His many important accomplishments in Congress included winning redress for Japanese-Americans interned during World War II, fighting to preserve social security and supporting free and fair international trade; and

WHEREAS, Mr. Matsui is survived by his wife, Doris; his son, Brian; his daughter-in-law, Amy; and his granddaughter Anna; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby mourn the passing of United States Representative Robert T. Matsui, that we express our gratitude for his many contributions to this nation and that we extend our heartfelt sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Matsui's family as a sign of our honor and esteem.

TRIBUTE TO LATE MONSIGNOR IGNATIUS D. MC DERMOTT.

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Monsignor Ignatius D. McDermott, fondly known to many as "Father Mac", on December 31, 2004, at the age of ninety-five; and

WHEREAS, Monsignor McDermott was born on July 31, 1909 on the feast day of Saint Ignatius Loyola, in the Back of the Yards neighborhood; he was the youngest of eight children of Michael J. and Ellen McDermott, the nephew of John J. Bradley, a Chicago alderman, and known as the kid brother of Jim McDermott, who became a respected alderman and judge; and

WHEREAS, Monsignor McDermott attended school at both Saint Gabriel's and Visitation, then studied for the priesthood at Quigley Preparatory Seminary and Saint Mary of the Lake Seminary, and was ordained in 1936 by Cardinal Mundelein, as one of a class of fifty-six, the largest in Chicago history; and

WHEREAS, He was first assigned to what is now known as Maryville Academy, to work with neglected and abused children, where he concluded that alcoholism was the cause of many of the broken families and thus began his lifelong interest in remedying that scourge; and

WHEREAS, From 1941 to 1946, Father Mac served as assistant pastor at Our Lady of Peace in the South Shore neighborhood; he was beloved by the people of the parish, many of whom became lifelong friends, and is fondly remembered as founder of the "Smeed Jolly Boosters' Club", a parish men's group for attending games of his beloved White Sox, which was jokingly named after a hapless outfielder; and

WHEREAS, In 1946, he was named assistant director of Catholic Charities, which was near the West Madison Street skid row and a police station which held those charged with public drunkenness; after work, he ministered nightly to friendless alcoholics on the street, convincing each one personally that God had not given up on him, helping them find places to stay and becoming known as the "pastor of Skid Row"; and

WHEREAS, In 1975, at the age of sixty-five, after a full career as a priest and administrator, Monsignor McDermott co-founded Haymarket Center, a substance abuse treatment center, with his long-time colleague Dr. James West, who later became medical director of the Betty Ford Center; and

WHEREAS, Through the seven-day-a-week efforts of Monsignor McDermott, who always said "you can rest in eternity", today Haymarket Center is the largest alcohol and drug treatment program in the city, located in a six-story, three-building complex at West Washington and North Sangamon Streets, it includes the Maternal Addiction Unit, a residential facility which has helped more than nine hundred drug-addicted mothers deliver healthy, drug-free babies; and

WHEREAS, His many other accomplishments include founding the Central States Institute of Addiction in 1963 for substance abuse education leading the charge to decriminalize public drunkenness in Illinois in the 1970s and starting the McDermott Foundation for fund-raising purposes; and

WHEREAS, The importance of his life and work were well recognized during his lifetime; he has been called a "living saint", and was the subject of two biographies, *The Liquid Cross of Skid Row* by William F. Gleason, and *Father Mac* by Thomas F. Roeser; and

WHEREAS, In addition to this significant public work, Father Mac also was known and loved for his warmth and sense of fun; he often spoke in sports metaphors and his license plate read "Sox04"; he had an annual Saint Patrick's Day parade float and party; he raised funds with a constant flow of personal notes and holiday cards; and he continued to visit the sick and bless special occasions of his countless family and friends even in his nineties; and

WHEREAS, On January 5, 2005, at the celebration of his passage from this life at Holy Name Cathedral, led by Cardinal George and scores of personally chosen colleagues, and attended by hundreds of family members, friends, dignitaries and those whose lives were saved by his faith in them, his dear friend Emeritus Bishop Timothy Lyne explained that Ignatius McDermott's life was the sermon, he was a "Noble Athlete for Christ" and truly exemplified his lifelong motto, the saying of Saint Vincent de Paul, "When you no longer burn with love, others will die of the cold"; and

WHEREAS, Monsignor McDermott is survived by his beloved niece, Helen Sheehan; nephews, The Honorable James Stack, Jim McDermott, Frank McDermott, William McDermott and John McDermott and their spouses; and also many great-nieces and great-nephews; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby honor the life and memory of Monsignor Ignatius D. McDermott, express our gratitude for the decades of public service and shining example he gave to the citizens of the City of Chicago and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Monsignor Ignatius D. McDermott as a sign of our sympathy, deep admiration and good wishes.

Alderman Burke submitted the following written remarks:

Mr. President, Ladies and Gentlemen of the Chicago City Council:

Some two hundred fifty years ago, the noted Irish dramatist, Jonathan Swift, the dean of Saint Patrick's Cathedral, Dublin, made a timely observation. He said, "We have enough religion to make us hate, but not enough to make us love one another". He could have been speaking of our own era in time. No one in Chicago, however, worked harder to disprove such an observation with the efforts of their own life more than Monsignor Ignatius McDermott -- a larger-than-life Catholic priest and a larger-than-life Chicagoan. His death on New Year's Eve at the age of ninety-five brought to an end a remarkable Chicago story -- a tale of compassion and tenacity as bold as the city itself.

The streets and alleys of Chicago were the aisles of Father Mac's church. His congregation was the city's most tragic and, often, desperate individuals. Most had long since been abandoned by family and friends. In an era before motivational self-help and group dynamics, Father Mac walked the streets of Chicago's "skid row", a piece of local real estate he always said was as much "psychological as geographical". Even before the nomenclature of addiction was fashionable, Father Mac recognized the nightmare that tore apart the humanity and soul of many in Chicago. In the flop houses, Madison Street taverns, viaducts and cardboard boxes where the most hurting children of God had fallen, Father Mac spoke a word of hope and hospitality without judgment or expectation. He knew the language of the streets, as well as the human brokenness that fashioned a hell on earth for the victims of addiction. Before there were programs, there was Father Mac's loyalty and love for the forgotten. Before there was publicity, there was Father Mac's commitment and care for those on the edge.

The streets of Chicago always glimmered in the light of a special decency over the long years of Monsignor McDermott's service to the broken of the city. In later years, the application of special resources and a unique sensitivity to the needs of those who are addicted created the McDermott Center and the foundation that will continue to bear Monsignor's name.

At Monsignor's funeral last Wednesday, Bishop Lyne from Holy Name Cathedral said that Monsignor's whole life was a living sermon about love for the broken and forgotten. We all knew that this was Monsignor's way of precluding anyone from singing his praises in a eulogy. As many of us know, such overt attention was far from what Ignatius McDermott was about.

Cardinal George in his final words said that what was so remarkable about Monsignor McDermott was his vision -- what he saw when he looked at the world. He looked at ordinary bread and saw the Risen Lord; he looked at an addict and saw the face of God; he looked at the White Sox and saw a championship team. I know that he looked at you and me and the city he loved so well, and saw all that we were ever meant to be -- people with the capacity to love each other and mend each other's wounds.

He was a real Chicagoan, proud of being part of the pageantry of the prairie, a no-nonsense, no-frills Damon Runyon-character of a man. A "Southsider" through and through, he cherished the way life unfolded in our city with all its directness and openness to do what is good. His roots deep in the history and geography of our 14th Ward in Visitation parish in a family of remarkable urban nobility equipped him for a lifetime of unique service to Chicago. His political instincts were hereditary. He knew how to make urban government work for people, especially the forgotten. His brother, Judge James McDermott, I am proud to say, was my own father's political mentor, along with Judge John J. Sullivan, in the 14th Ward. All of them were an important and irrevocable part of the landscape of my youth.

Monsignor McDermott helped countless thousands find their way back to sobriety, reunited with their family, their dignity and most importantly, their God. He changed the way we cared for one another. And as the ancient Irish say, "We will never see his like again".

TRIBUTE TO LATE HONORABLE PAUL PRESTON.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on December 16, 2004, at the age of ninety-one, of Paul Preston, a former Cook County Circuit Court judge and a respected citizen of the City of Chicago; and

WHEREAS, Born in Chicago to Anna and Joseph Preston, who immigrated from Russia in the early 1900s, Mr. Preston was raised on the city's west side. Even as a young boy, Mr. Preston knew that he wanted to become a judge. At the age of eight, he spotted a photograph of a bespectacled judge and declared, "That judge wears glasses, I wear glasses, I am going to become a judge"; and

WHEREAS, Mr. Preston met his future wife of sixty-three years, Rhoda Gomberg, in grammar school. The couple dated in high school and married in the Belden-Stratford Hotel in 1938. Sharing a love of classical music, Mr. Preston and his wife were devoted subscribers to the Chicago Symphony Orchestra; and

WHEREAS, A graduate of Chicago's Marshall High School, Mr. Preston attended DePaul University. After graduating from DePaul University's School of Law, Mr. Preston established a private practice in downtown Chicago with former Alderman Wilson Frost, where he worked as a corporate counsel and personal injury attorney for more than forty years; and

WHEREAS, During the Vietnam War, President Lyndon Johnson appointed Mr. Preston to the Selective Service Board and later awarded him a commendation for his work; and

WHEREAS, In 1979, at the age of sixty-six, Mr. Preston realized his childhood dream of becoming a judge when he was named a Cook County Circuit Court judge; and

WHEREAS, Believing that the practice of law was a holy calling, Mr. Preston devoted himself as a judge to treating all of the participants in a case fairly and to arriving at the best possible decision; and

WHEREAS, Assigned to Traffic Court and Building Court, Mr. Preston remained on the bench until 1991 when he passed the mandatory retirement age of seventy-five and was removed from Cook County's judicial retention ballot. Eager to continue working, Mr. Preston relished the opportunity to return to the bench. The Illinois Supreme Court called him back to service repeatedly until 1997, when Mr. Preston permanently retired from the bench at age eighty-four. He then served as an arbitrator with the court for three more years; and

WHEREAS, An extremely hardworking, caring, compassionate and just man, Mr. Preston taught his children to live by the motto which guided his own life: "Always try to do what is right and never forget the good that someone does for you"; and

WHEREAS, Judge Paul Preston will always be remembered as a man who loved his family and his work, and as a judge whose integrity, dedication and consummate professionalism contributed immeasurably to the quality of justice in the State of Illinois; and

WHEREAS, Judge Paul Preston is survived by two sons, Lee and Barry Preston; three grandchildren; and three great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby honor the life and memory of Judge Paul Preston; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Paul Preston as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. JOHN "JACK" TOWNSEND.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on December 26, 2004, at age seventy-three, of John "Jack" Townsend, a forty-four year veteran of the Chicago Police Department and managing deputy commissioner of safety and security for the City of Chicago's Department of Aviation; and

WHEREAS, A lifelong resident of Chicago's Bridgeport neighborhood, Mr. Townsend attended Tilden High School. He met his future wife, Nicolina Amato, in 1950 when she was working at her mother's grocery store at West 30th Street and South Emerald Avenue and asked Mr. Townsend for a date. The couple married in 1953; and

WHEREAS, In 1956, Mr. Townsend joined the Chicago Police Department as a police officer and quickly rose through the ranks. During his tenure, Mr. Townsend was in charge of the Bureau of Investigative Services, the Bureau of Field Tactical Services, the Special Functions Group, the Detective Division, Area 1 Patrol, Area 4 Patrol, the Violent Crimes Group, the General Assignments Section, the Auto Theft Section and the Mayor's Security Detail under the late Mayor Richard J. Daley; and

WHEREAS, In 1992, Mr. Townsend was named first deputy superintendent of the Bureau of Operational Services, where he ran the daily operations for the thirteen thousand five hundred officer force; and

WHEREAS, A tough and professional administrator, Mr. Townsend was highly respected by his superiors, as well as by rank and file officers; and

WHEREAS, A ubiquitous presence, Mr. Townsend was on the scene of every major event which occurred in Chicago during his years with the Chicago Police Department, and coordinated the planning and was in overall command of the Department's resources for the Chicago Bulls' celebrations, the World Cup Soccer matches and the 1996 Democratic National Convention; and

WHEREAS, Affectionately described by his colleagues as a "policeman's policeman", Mr. Townsend was unfailingly among the first to respond to reports that an officer had been shot; and

WHEREAS, After retiring from the Chicago Police Department in 2000, Mr. Townsend was named by Mayor Richard M. Daley to oversee airport security operations at Chicago O'Hare International Airport and Midway International Airport; and

WHEREAS, An awe-inspiring man who loved Irish music, Western movies and mystery novels, John "Jack" Townsend will always be remembered as a steady and dependable force in the lives of the people he loved, and as an outstanding law-enforcement leader who served the citizens of Chicago with honor and distinction for more than four decades; and

WHEREAS, John "Jack" Townsend is survived by his wife, Nicolina; his daughter, Mary Carol Jania; two sons, John, Jr. and Patrick; and four granddaughters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby honor the life and memory of John "Jack" Townsend; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John "Jack" Townsend as a sign of our sympathy and good wishes.

Alderman Burke submitted the following written remarks:

Mr. President, Ladies and Gentlemen of the Chicago City Council:

In honoring the extraordinary career and vibrant humanity of former 1st Deputy Superintendent Jack Townsend, it is not hard to recognize the extraordinary pedigree of this giant in Chicago law enforcement. He had all the gifts -- discipline, intelligence, commitment, personal honor -- all cemented together by the mortar of human courage and quiet nobility. Over the course of his forty-four year career with the Chicago Police Department, it permitted him to stand tall wherever he served, singled out by his character and personal commitment. He carried his own sense of professional toughness as easily as he lifted others to places of leadership and honor. I believe that the most undaunted accolade that can be placed on Jack is that he was in every way a respected leader of men. And make no mistake about it, he accomplished that in an era when such leadership was not as easy as you might think. Jack carried it off because he possessed a remarkable grace that had little time for ego or little need for public acclaim. Neither, I am sure, Jack saw as aids to successful law enforcement. It was the secret of his success.

Jack moved through the ranks of the Chicago Police Department the same way he moved through life -- confident in his own personal ability and eager to learn from those with whom he served. His openness to hard assignments and personal integrity placed him at the center of our city's most significant police endeavors with no need for boasting or public acclaim. His career spanned the mayoral terms from Richard J. Daley to Richard M. Daley -- a wide era of Chicago history. And at every turn, he was there with service appropriate to the moment. This was his finest contribution to Chicago life -- knowing how to serve, always ready to serve.

Jack Townsend provided uncompromising leadership from patrol duty to critical decisions made at Chicago Police Headquarters. He equipped others for the necessities of leadership at the top, always ready for others to get the credit and for the department to get the acclaim. His nobility was the highest. It went before him at all times, steadied by conviction and purpose. He was a man with little patience, as the Irish poets say, for "the tumults, strummings and vociferation, quakery, puffery and endless talk". Jack Townsend was made for mighty deeds and counsels kept in silence.

Mr. President, Ladies and Gentlemen of the Chicago City Council, Jack Townsend made Chicago strong and safe, not an easy mission in our times. He set his hand at the doing of powerful deeds in quiet, and actions made great by the softness of his own ways. We should be proud to honor him today, for he brought honor to Chicago. We should be soft in our praise for him, for that is how he would have it. Most of all, he would have us honor him, by giving honor to the men and women whom he led. I can attest that over the course of time, Jack Townsend brought peace of mind to those he served and those he led. Jack Townsend squandered no

gift he was given by God, but rather increased the value of what he was given by the way he placed such gifts at the service of others. He had high purpose and great faith, resources that were essential in how he lived. He left this city better than he found it, increasing the quality of Chicago life. It will remain his eternal legacy.

He left us all too soon, but he enriched all those who knew him, as well as those who never knew his name. This morning we extend our sympathies and prayers to his wife, Nicolina; his children and his grandchildren. We are so proud to salute the memory of this noble man and grateful for his being here. May God give him the reward of the just and the valiant.

*EXPRESSION OF CONDOLENCES TO FAMILIES OF
VICTIMS OF EARTHQUAKE AND TSUNAMI IN
SOUTHEAST ASIA AND AFRICA.*

WHEREAS, On December 26, 2004, a powerful earthquake, registered at 9.0 on the Richter scale and centered one hundred miles off the coast of Northern Sumatra, Indonesia, triggered a deadly tsunami; and

WHEREAS, The tsunami swept through the Indian Ocean and beyond, devastating cities, towns and communities, and killing and injuring persons in the Andaman and Nicobar Islands, Indonesia, Sri Lanka, India, Thailand, the Maldives, Malaysia, Myanmar, Tanzania, Bangladesh, Kenya, Somalia and the Seychelles; and

WHEREAS, As a result of the earthquake and ensuing tsunami, more than one hundred forty thousand people have lost their lives to date, tens of thousands of people are injured or missing, and the final death toll could climb into the hundreds of thousands; and

WHEREAS, In addition, hundreds of non-nationals were killed in the tsunami and thousands more are missing, including persons from Australia, Austria, Belgium, Bosnia, Canada, China, the Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Iran, Israel, Italy, Japan, Nepal, the Netherlands, New Zealand, Norway, Peru, Portugal, Russia, Singapore, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, the Ukraine, the United Kingdom, the United States and Vietnam; and

WHEREAS, An estimated one-third of the earthquake and tsunami victims were children, and many thousands more have been left orphaned or separated from their families; and

WHEREAS, Between three to five million people throughout the affected region are lacking basic survival requirements as a result of the tsunami and there remains the risk of numerous additional deaths due to shortages of clean water, adequate shelter, food, sanitation and basic healthcare; and

WHEREAS, The tragic event which occurred on December 26, 2004 was an unprecedented global catastrophe, requiring an unprecedented global response; and

WHEREAS, To date, governments, corporations and individuals all over the world have donated several billion dollars to the relief effort and hundreds of thousands of people have volunteered their time to help the victims of this disaster; and

WHEREAS, All Chicagoans commend the ongoing international relief effort to help the victims of this tragedy and extend their heartfelt condolences to the families, communities and governments affected by this terrible disaster; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby mourn the horrific loss of life caused by the earthquake and tsunami that occurred on December 26, 2004 in South and Southeast Asia and express our deep condolences to the families of the many earthquake and tsunami victims; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Counsels General of Indonesia, Sri Lanka, India and Thailand, and to the Ambassadors of Indonesia, Sri Lanka, India, Thailand, the Maldives, Malaysia, Myanmar, Tanzania, Bangladesh, Kenya and the Seychelles as a sign of our sympathy and good wishes.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

***CONGRATULATIONS EXTENDED TO THE JORDAN EVANS
INSTITUTE ON CELEBRATION OF EIGHTH
GRADUATING CLASS IN HEALTHCARE.***

WHEREAS, The Jordan Evans Institute (J.E.I.) is a Workforce Training School with a focus on Health Information Management. This program trains medical record clerks and is approved by the Illinois State Board of Higher Education; and

WHEREAS, The Jordan Evans Institute was opened in November, 2000 with its first class beginning January 15, 2001 and will celebrate its eighth graduating class on January 28, 2005; and

WHEREAS, The Jordan Evans Institute was founded by Geraldine Smothers, MPA, RHIA, CSL, CPHQ and company president and is currently under the day-to-day operation of Martha Palmer, B.A., M.S., and executive director; and

WHEREAS, The Jordan Evans Institute has graduated seven prior classes and will have their eighth graduating class Friday, January 28, 2005 at 6:00 P.M. at Mercy Hospital; and

WHEREAS, The Jordan Evans Institute has, as its goal, the training of two thousand medical record clerks over the next twenty years and to create a pipeline for new and dislocated workers in the field of healthcare, medical record clerks in compliance with the needs of the Healthcare Industry, as projected by the American Health Information Management Association's (A.H.I.M.A.) research in occupational outlooks toward the year 2010; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this eleventh day of January, 2005, do hereby recognize the Jordan Evans Institute; and

Be It Further Resolved, That copies of this resolution be presented to Gerri Smothers, President, and Martha Palmer, Executive Director.

Presented By

ALDERMAN HAIRSTON (5th Ward):

TRIBUTE TO LATE MRS. ANDREA JUNE BAILEY.

WHEREAS, Mrs. Andrea June Bailey was born Andrea June Bess on May 15, 1931 to the union of Andrew and Erma Ross Bess in Cuero, Texas. Very early in life Andrea insisted that others call her by her middle name June because so many people mispronounced the name Andrea; and

WHEREAS, June graduated from McCosh Elementary School and Englewood High School in 1948. In 1952, June graduated from Talladega College in Alabama; and

WHEREAS, After graduating from Talladega, June returned to Chicago where she began her career in teaching. June was a certified teacher in the Chicago Public Schools at Abbott Elementary, Shakespeare Elementary and Murray Language Academy. As a teacher for forty-four years, June was greatly respected by both students and peers. She retired in June of 1996; and

WHEREAS, On October 16, 1954, June went on a blind date with Mr. Donn F. Bailey, the first black man to be a speech and hearing therapist at the Division of Speech Correction in the Chicago Public Schools. Two months later on December 7, 1954, Donn proposed to June. Donn presented June with an engagement ring and three long-stem "I Love You" roses on February 14, 1955. They later married on Sunday May 1, 1955 at Graham Taylor Chapel on the University of Chicago campus; and

WHEREAS, June and Donn welcomed the birth of their first daughter, Donna Lynn, in January of 1956 and Marta Ann in November of 1958; and

WHEREAS, Shortly after that, the family moved to Bloomington, Indiana where Donn received a masters in Speech Pathology and Audiology from Indiana University in 1962. The family then moved back to Chicago where they continued their teaching careers; and

WHEREAS, The family later relocated to Pennsylvania. The daughters attended State College, Pennsylvania schools while June and Donn attended Penn State. June continued her interest in arts and crafts and Donn received his doctorate in Speech Communication in June of 1974; and

WHEREAS, In July of 1976, the third daughter, Traja Melissa was born and lovingly welcomed by the Bailey family; and

WHEREAS, A. June Bailey passed from this life on November 22, 2004. She was a caring wife, mother and sister with numerous other relatives and friends. She was also known for having a deep love and respect for her people and those in the African "Motherland", most especially the Maasai; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, do hereby acknowledge and celebrate the long and accomplished life of this extraordinary woman; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of A. June Bailey.

Presented By

ALDERMAN LYLE (6th Ward):

TRIBUTE TO LATE MRS. SANDRA ANNETTE TOWLES-CLARK.

WHEREAS, God in His infinite wisdom and judgment chose to call His precious child, Sandra Annette Towles-Clark to her eternal reward; and

WHEREAS, Sandra Annette was the loving daughter of Trula and Morgan Towles who were residents in our great city of Chicago. Sandra Annette was born on the fifth day of March, 1942, and added joy to her parents lives. She was a student at Gillespie Elementary School, Fenger High School and Wilson Junior College; and

WHEREAS, Sandra Annette, a mature young lady, filled with an abundance of grace, charm, intelligence and patience captured the heart of a young man who was to become her husband. On August 19, 1964 at Holy Cross Church, Sandra and Isaac Clark, Jr. were united in holy matrimony, a loving and lasting relationship which would share many memorable times. This union was blessed with two boys; and

WHEREAS, Sandra Annette Towles-Clark was a passionate and successful gardener, coaxing beautiful blooms to grace her manicured lawn. Sandra was an active and vital member of her community and family; and

WHEREAS, Among Sandra's many talents was her creativity when it came to decorating for the holidays and cooking. Friends and family would enjoy the mouth watering food and colorful decorations with Sandra and her family. She was a devoted mother, wife, daughter, grandmother, friend and neighbor who will be deeply missed; and

WHEREAS, Sandra Annette Towles-Clark leaves to celebrate her life and cherish her memory a loving mother, Trula E. Jones; a devoted and loving husband, Isaac Clark, Jr.; son, Isaac T. Clark III (Patricia); grandson, Gino; stepson, Darien Parnell (Amanda); granddaughter, Dariana; brother-in-law, Donald (Sandra) Clark; sister-in-law, Bernadine Clark; three aunts, Ernestine Conda (deceased), Maemell Bland (Heyward) and Mattie Smith; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby offer our sincere condolences to the family of Sandra Annette Towles-Clark; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sandra Annette Towles-Clark.

TRIBUTE TO LATE BETTIE ANN WELLINGTON.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Bettie Ann Wellington, beloved citizen and friend; and

WHEREAS, This august body has been informed of her transition by The Honorable Freddrenna M. Lyle, Alderman of the 6th Ward; and

WHEREAS, Born in Iberia, Louisiana on August 31, 1956, Bettie was the loving daughter of Mary and Willie Keys; and

WHEREAS, Bettie Ann received her education from Saint Finbarr and Saint Leo Grammar School, Unity High and was a graduate of Illinois State University. She graduated with a degree in social work; and

WHEREAS, As a young woman, Bettie Ann began her career in social work while in Texas and that is where she met and married her loving and devoted husband, Robert Wellington. In 1985 the couple moved to Chicago where she continued the work she enjoyed -- helping people. She joined the Universal Family Connection organization and dedicated herself to serve the families she was assigned to; and

WHEREAS, As loving and devoted parents, Bettie and Robert instilled in their three children, Shannon Nicole, Brittany Michelle and Jarred Eugene the importance of education, respect for your fellowman, along with strength and courage to overcome any obstacles you may encounter; and

WHEREAS, Bettie Ann Wellington, a vital and active member of New Friendship Baptist Church, will be deeply missed. She leaves to cherish her memory and celebrate her life her husband; three children; brother, Lucius Keys; sister, Sandra James; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Bettie Ann Wellington and extend our sincere condolences to the family of Bettie Ann Wellington; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Robert Wellington and family.

*CONGRATULATIONS EXTENDED TO REVEREND DR. JOEL DAMON
TAYLOR ON INSTALLATION AS PASTOR OF GREATER
MOUNT PLEASANT MISSIONARY BAPTIST CHURCH.*

WHEREAS, On Sunday, November 14, 2004, his faithful followers and friends will gather for the installation ceremonies of The Reverend Dr. Joel Damon Taylor as pastor of Greater Mount Pleasant Missionary Baptist Church; and

WHEREAS, Reverend Dr. Joel Damon Taylor represents the third generation of ordained pastors in the Baptist Church. He concurrently serves as pastor of Saint Paul Missionary Baptist Church in Chicago's Englewood community, where he has officiated for almost two decades, having replaced his late father, Reverend Jasper Joseph Taylor, Sr.. This new election and appointment, in replacement of his late father-in-law, Reverend J. P. White at Mount Pleasant, enlarges his scope to the North Lawndale community; and

WHEREAS, Reverend Dr. Joel Damon Taylor now joins those special spiritual leaders who shepherd more than one church in a large metropolis. He has an outstanding record and reputation and has served as moderator of the Christian Fellowship Baptist District Association for twelve years. He earned his Doctor of Ministry in 1998, having become a Fitchue McRae Fellow graduate of the United Theological Seminary of Dayton, Ohio; and

WHEREAS, Reverend Dr. Joel Damon Taylor was elected president of the Illinois National Baptist State Convention in 2003, the same year which saw his appointment as director of its youth convention. He is founder and chief executive officer of the Saint Paul Youth Life Enrichment Program, where he has great influence on young persons in need of guidance and educational assistance; and

WHEREAS, Reverend Dr. Joel Damon Taylor is married to the former Cynthia Vernice White, an inspired and inspiring vocalist. They celebrate this great occasion with their children, Jasper Paul and Jessica Dominique, and with their extended families from Saint Paul's and Mount Pleasant Missionary Baptist Churches; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2005, do hereby extend our heartiest congratulations to The Reverend Dr. Joel Damon Taylor as he is installed as pastor of Mount Pleasant Missionary Baptist Church and express to this fine spiritual leader our very best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Reverend Dr. Joel Damon Taylor.

*DECLARATION OF OCTOBER 16, 2004 AS "HARLAN HIGH
SCHOOL HALL OF FAME" DAY IN CHICAGO.*

WHEREAS, October 16, 2004 marks a milestone: the beginning of the second Harlan High School Hall of Fame Fundraiser Banquet, to be held at the Illinois Institute of Technology, Hermann Hall; and

WHEREAS, The Harlan High School Hall of Fame, honoring outstanding Harlan alumni, past and present exemplary in their respective career fields to be recognized on this day; and

WHEREAS, The Harlan High School Hall of Fame inductees have moral character, integrity, citizenship, record of local, national and/or international achievement and ability recognition; and

WHEREAS, The Harlan High School Hall of Fame inductees have conducted him/herself in such a manner as to reflect honor on the school and have qualities of character and standards of conduct found to the most desirable of one whom may be cited as an example for young people; and

WHEREAS, The Harlan High School Hall of Fame inductees are committed to forming a lasting connection bond between present and former alumni, that once a Harlanite always a Harlanite of merit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby proclaim October 16, 2004, to be "Harlan High School Hall of Fame Day" in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Harlan High School Hall of Fame organizers in recognition of this unique day.

*DECLARATION OF OCTOBER 17, THROUGH OCTOBER 23, 2004
AS "ONE CHURCH ONE SCHOOL WEEK" IN CHICAGO.*

WHEREAS, The National Board of Directors of "One Church One School", a community partnership program, holds its ninth annual conference on October 21 and October 22, 2004 at the Hilton Hotel in the suburb of Oak Lawn; and

WHEREAS, This year's conference theme of "Brown vs. The Board of Education . . . Church/School Partnerships: Fulfilling the Legacy" will draw between three hundred to five hundred participants that will include parents, students and educators as well as religious, community and business leaders; and

WHEREAS, Events at the 2004 conference include a student seminar, workshops, plenary sessions and Lifetime Achievement Awards Banquet honoring two great leaders of the African-American community, Bishop William H. Graves of Memphis, Tennessee and this city's Reverend Clay Evans. Both of these great men are fighters for justice and civil rights; and

WHEREAS, The Honorable Freddrenna M. Lyle, Alderman of the 6th Ward, has apprised this august body of this auspicious event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council assembled here this eleventh day of January, 2005 A.D., do hereby salute the conferees and the distinguished clerics they honor; and

Be It Further Resolved, That the week of October 17 to October 23, 2004 be declared "One Church One School Week" throughout the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bishop Henry M. Williamson, the founder and national president of the "One Church One School" Community Partnership.

Presented By

**ALDERMAN LYLE (6th Ward),
ALDERMAN PRECKWINKLE (4th Ward),
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN BURKE (14th Ward):**

TRIBUTE TO LATE MR. THOMAS EVERETT RAND.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward, Thomas Everett Rand, on August 25, 2004; and

WHEREAS, The Chicago City Council has been informed of the passing of Mr. Thomas E. Rand by The Honorable Freddrenna M. Lyle, Alderman of the 6th

Ward; The Honorable William M. Beavers, Alderman of the 7th Ward; The Honorable Toni Preckwinkle, Alderman of the 4th Ward and The Honorable Edward M. Burke, Alderman of the 14th Ward, and join with his family and friends in mourning his loss; and

WHEREAS, On March 2, 1919 in Lodi, Texas, the union of Goree and Sadie Cole Rand was blessed with the birth of a son, Thomas Everett Rand; and

WHEREAS, Thomas Everett Rand was educated at Paul Laurence Dunbar High School and Philander Smith College in Little Rock, Arkansas, and proudly served his country at the end of World War II as a sergeant in the United States Army; and

WHEREAS, Upon successful completion of his military service, Thomas E. Rand chose Chicago for his home and became an entrepreneur; and

WHEREAS, Thomas E. Rand owned and operated numerous businesses before owning a wholesale beverage company which became one of the nation's largest establishments and blossomed into manufacturing and food distributions, including the import and export of same; and

WHEREAS, Thomas E. Rand and his wife, Maude (deceased) became the proud parents of three sons, Tyrone (deceased), Everett and Timothy; and

WHEREAS, Thomas E. Rand was a man of extraordinary character, who broke barrier after barrier that was artificially imposed upon people of color with a tireless work ethic and commitment to excellence; and was equally committed to the betterment of the African American community, participating and supporting countless charitable and social causes; and

WHEREAS, His love for his community was second to the greatest love of his life, his family, and that love caused him to impart to his sons, his keen business acumen, commitment to excellence, love for the family and devotion to the community; and

WHEREAS, Thomas E. Rand was blessed to find another soul mate during his lifetime, with whom he shared many wonderful years, experiences and who was at his side caring and comforting him until his death, his wife, Jennie; and

WHEREAS, Thomas E. Rand was a loyal, steadfast and devoted friend to many, as well as a man who cherished family. He leaves to celebrate his rich and enriching life his wife, Jennie; his two sons, Everett and Timothy; his daughter-in-law, Sandra; his grandchildren, Mark and Deven; and a host of nephews, nieces, cousins and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Thomas Everett Rand and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thomas Everett Rand.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MR. HERBERT EUGENE REDMOND, SR.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Herbert Eugene Redmond, Sr., beloved citizen, friend and public servant, at the age of sixty-two years; and

WHEREAS, Born in Memphis, Tennessee, September 17, 1942, Herbert Redmond came to Chicago at an early age, attending public elementary schools, and ultimately graduated from DuSable High School, Class of 1961, as an honor student; and

WHEREAS, In October, 1962, Herbert Redmond was joined in Holy Matrimony with the former Marcia Copeland. From this blessed union three children were born, and their marriage was to endure and prosper until his death; and

WHEREAS, Herbert Redmond fulfilled a lifelong dream when he joined the Chicago Police Department in 1968. As a dedicated Chicago police officer, he served diligently in the 1st District, the 8th District and Property Crimes Unit/Burglary; and

WHEREAS, In 1977, Officer Herbert Redmond's dedication and supervisory skills were recognized, and he rose to the rank of sergeant. Sergeant Herbert Redmond was assigned to SOS-Special Operations Section and HBT-Hostage Barricade Team. When he retired from the Chicago Police Department in 1997, after twenty-nine years of outstanding service, he carried with him numerous awards and commendations for his excellent work, as well as the respect and admiration of a grateful City; and

WHEREAS, Herbert Redmond leaves to celebrate his life his devoted wife of forty-two years, Marcia; their children, Alicia (William) Carter, Herbert, Jr. and Brian; grandchildren, Martin A. Carter, Malcolm G. Carter, Eugene O. Carter, Edward Neal Carter and Kayla Redmond; three brothers, George (Bridget) Clay, Kerry Clay and Kevin (Brenda) Clay; two sisters, Beverly (Elijah) Wilson and Sandra Clay; a host of other relatives and many friends, including many former co-workers from Malcolm X College and his extended family and friends from the Chicago Police Department; now, therefore,

Be It Resolved, That we, The Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005, do hereby express our sorrow on the passing of Herbert Eugene Redmond, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Herbert Eugene Redmond, Sr.

Presented By

ALDERMAN BALCER (11th Ward):

**CONGRATULATIONS EXTENDED TO MRS. MARIAN MANKA ON
RETIREMENT FROM CAREER IN PUBLIC SERVICE.**

WHEREAS, Her co-workers, family members and many friends gathered November 17, 2004, to honor Marian Manka on the occasion of her retirement after fourteen years of outstanding public service to the people of the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this special event by The Honorable James A. Balcer, Alderman of the 11th Ward; and

WHEREAS, The citizens of this great City of Chicago have been fortunate to have had in our midst, Marian Manka, a dedicated and energetic employee who entered City employment in 1990 with the office of the Mayor's License Commission, Local Liquor Control Commission. She retired December 31, 2004; and

WHEREAS, Marian Manka has been a very valued employee of the City of Chicago and her hard work and diligence will certainly be missed. She has earned the respect of her co-workers and the grateful Chicago public at large; and

WHEREAS, Marian and the love of her life Ronald Manka, took their marriage vows on August 11, 1962 and their blessed union was to yield three loving children; and

WHEREAS, Marian Manka, a woman filled with an abundance of wisdom, patience and charm retires now to spend quality time with her children, Michael, Karen (Phil) and Mark (Dina); grandchildren, Lauren, Julia and Matthew; family members and many friends as well as having more time to enjoy her hobbies: gardening, painting and decorating; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this eleventh day of January, 2005 A.D., do hereby express our gratitude and our congratulations to Marian Manka on the occasion of her retirement and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marian Manka.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. JOHN JOSEPH BAJIC.

WHEREAS, God in His infinite wisdom has called John Joseph Bajic to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The dearest husband of the late Charlotte; loving father of Mary Eva Seward, John A. "Tony" (Patricia), Daniel "Frank" (Donna K.) and the late Barbara (James) Rafinski; dearest grandfather of eighteen; great-grandfather of thirty-four; great-great-grandfather of seven and great-great-great-grandfather of five; dear brother of Christine Overholser, Daniel Bajic, the late Stanley Bajic and Michael

"Mate" Bajic; uncle of many nieces and nephews; and retired employee of the Chicago Transit Authority, John Joseph Bajic leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of John Joseph Bajic and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Joseph Bajic.

TRIBUTE TO LATE MRS. AMALIA BON.

WHEREAS, God in His infinite wisdom has called Amalia Bon to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Antonio; loving mother of Daria (Livino) Degrassi and Aldo (Susan); cherished grandmother of Maria (Philip) Roth, Aldo (Donna) Degrassi, Anna (Randall) Kalkis, Marguerite (David) Stolz, Amanda (Robert) Simplicio, James (Kimberly) and Jeffrey Sentman; great-grandmother of Christina, Catherine, Deanna, Teresa, Xiling, Scott (Ashley), Nathan, Ryan and Ethan; great-great-grandmother of Cierra and Mackenzie; dear aunt of many nieces and nephews; and member of Saint Symphorosa Altar and Rosary Society and senior choir, Amalia Bon leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Amalia Bon and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Amalia Bon.

TRIBUTE TO LATE MRS. DEBORAH ANN BONNES.

WHEREAS, God in His infinite wisdom has called Deborah Ann Bonnes to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving wife of Eric; beloved daughter of Francine and Richard Hermann; devoted sister of Joseph (Shawn) Hermann; dear aunt and godmother of Jacob, Alexandria and Nathaniel; dear daughter-in-law of Crystal and Leonard Bonnes; cherished friend to many; and proud teacher at Saint Mary Star of the Sea School, Deborah Ann Bonnes leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Deborah Ann Bonnes and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Deborah Ann Bonnes.

TRIBUTE TO LATE MR. JOHN F. CARMODY.

WHEREAS, God in His infinite wisdom has called Joseph F. Carmody to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Sarah "Sally"; loving father of Sean (Sue), Brian (Kathy), Brendan (Denise), Kevin, Megan (Liam) and Timothy; proud grandfather of Shane, Cassie, Joseph, Devin, Reilly, Logan and two future grandchildren; dearest brother of Marie (Richard), Sharon (Edward) and Patricia (Phil); fond uncle of many nieces and nephews; retired from the State and Leaseway Transportation; and member of the 13th Ward Democratic Organization, John F. Carmody leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the

death of John F. Carmody and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John F. Carmody.

TRIBUTE TO LATE MR. LEO F. D'AMICO.

WHEREAS, God in His infinite wisdom has called Leo F. D'Amico to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Dolores M.; loving father of Mary Jane Mares, Althea J. (George A.) Sinise and LaDonna M. (James) Johnson; fond grandfather of Mathew, Anthony and Brandon; dear brother of Maria (the late Jerry) Syoen, Christine (the late John) Goff, Elsie (the late Hank) Mason, Lawrence (fiancee Diane), Alvera (Ed) Keefe, Louis (fiancee Kathy), the late Matt and Alba; uncle and great-uncle of many nieces and nephews; and member of Teamsters Local Numbers 705 and 710 Truckers Union, Leo F. D'Amico leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of Leo F. D'Amico and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leo F. D'Amico.

TRIBUTE TO LATE MR. THOMAS C. FITZGERALD.

WHEREAS, God in His infinite wisdom has called Thomas C. Fitzgerald to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, A native of County Clare Doolin, Ireland and the beloved husband of the late Annie T.; loving father of John P. (Betty), Thomas (Maureen), Daniel (Sheila), Margaret, Anna, Josephine, James (Lori), Paul (Lisa) and Catherine (Eric) Tetzlaff; proud grandfather of John, Ryan, Meghan, Sean, Christopher, Nicholas, Ashley, Shannon, Caitlin, Kyle, Jennifer, Brigid, Erin, Cameron, Jake and Alex; dear brother of John, the late Michael and Daniel; he will be missed by many nieces and nephews and many other relatives; retired employee with over thirty years of service with Peoples Energy; and long time parishioner and usher at Saint Nicholas of Tolentine Church, Thomas C. Fitzgerald leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of Thomas C. Fitzgerald and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas C. Fitzgerald.

TRIBUTE TO LATE MRS. SOPHIE C. GREGER.

WHEREAS, God in His infinite wisdom has called Sophie C. Greger to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife for sixty-five years of Richard; loving mother of Ronald (Nancy), Diane (Joseph) Williamson and Sandra (Dale) Bukovsky; proud grandmother of Daniel (Jodi) and David (Cassandra) Williamson, Rick (Debbie) and Dale (Michelle) Bukovsky, Laura Standford, Jennifer (Dan) Tomaschko and the late Steven Greger; great-grandmother of Jessica, Elysia, Benjamin, Mariah, Natasha and Joseph Williamson, Denise, Brittany, Jake and Brooke Bukovsky, Justine Jusack and Madalyn, Carolyn and Elliot Tomaschko; cherished daughter of the late Mary and Steve Chruscinski; dear sister of Ann Majewski, Veronica Vaborsky, Val (Gene) Plontek and Casimir; and dear sister-in-law of the late Chester Majewski, Jean Chruscinski and Robert Vaborsky, Sophie C. Greger leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Sophie C. Greger and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sophie C. Greger.

TRIBUTE TO LATE MR. RICHARD A. JANECKI.

WHEREAS, God in His infinite wisdom has called Richard A. Janecki to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving husband of sixty-two years to Billie Louise; dearest father of Gregory (Valerie), Janice, David (Brenda), Linda (Robert) Juszczak and the late Richard D.; dear father-in-law of Sonia; cherished grandfather of Thomas (Patti), Michael (Tara), Cathleen (Jason) Allen, Daniel, Kimberlee and Nicholas; dear great-grandfather of Samuel, Trent, Andrew and Isabella; fond brother of Arthur (Mary Jane) and the late Henry; and member of American Legion South Shore Post 388 for thirty years, Musician's Union A.F.M. for seventy-five years and Whispering Knights Orchestra for thirty-five years, Richard A. Janecki leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of Richard A. Janecki and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard A. Janecki.

TRIBUTE TO LATE MR. ROBERT P. KELLY.

WHEREAS, God in His infinite wisdom has called Robert P. Kelly to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved son of Ollie and the late James; loving brother of Thomas, Wayne, Rodney (Joan), James (Deborah), Rosemary (Joseph) Tomczak, Cindy (Michael) Ormond and the late Kathleen Kelly; and fond uncle of Michael, Dawn (Mike), Robin, Phillip, Patrick, Kathleen, Raymond and the late Ronny, Robert P. Kelly leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of Robert P. Kelly and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert P. Kelly.

TRIBUTE TO LATE MRS. AGNES M. KRULL.

WHEREAS, God in His infinite wisdom has called Agnes M. Krull to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Charles; loving mother of Mary Ann "Mae" (Bill) Greene, Margie (Tom) Reilly, Charles "Jerry" (Pamela), Edward (Nancy), Bill (Maureen) and Denise (Bill) Keating; cherished grandmother of eighteen; great-grandmother of two and grandma Aggie to hundreds; and fond aunt of many nieces and nephews and special friend of Bear, Agnes M. Krull leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Agnes M. Krull and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Agnes M. Krull.

TRIBUTE TO LATE MRS. HELEN T. KUCZYNSKI.

WHEREAS, God in His infinite wisdom has called Helen T. Kuczynski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Bernard; loving mother of Bernadette Antos, C.P.S., and Alan (Colleen); devoted grandmother to Ray (Erin) and Peter Antos and Isabel Kuczynski; fond Basia to Bridget, Raymond and Katelyn Antos; dear sister and best friend to Josephine (late Walter) Kusek and the late Lottie (late Bill) Sidor; also will be missed by many nieces and nephews; A.C.C.W. Vicariate V 2003 Woman of the Year; long standing member of the Pinczow Club; active member of Saint Mary Star of the Sea parish Senior's Club, Widowed Stars, Altar and Rosary Society and Czestochowa Club; also member of the West Lawn Golden Agers, Polish Roman Catholic Union of America and Polish National Alliance, Helen T. Kuczynski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Helen T. Kuczynski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen T. Kuczynski.

TRIBUTE TO LATE MRS. MARIE T. KUTKOWSKI.

WHEREAS, God in His infinite wisdom has called Marie T. Kutkowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Walter; loving mother of Karen (John) Guitierrez; dearest grandmother of Angelita and Breanna; fond sister of Jack; and employee of J & R Variety Store, Marie T. Kutkowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Marie T. Kutkowski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marie T. Kutkowski.

TRIBUTE TO LATE MR. JOSEPH P. LOREFICE.

WHEREAS, God in His infinite wisdom has called Joseph P. Lorefice to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved son of the late Menotti and the late Rosina; loving brother of Salvatore (Bonnie), the late Umberto, the late Concetta (the late Edward) Zimmerman and the late Ignatius (Betty), dearest godfather of Mona Blankshain; fond uncle of many nieces, nephews and great-nieces and nephews; owner of Progress Realty in Chicago for over forty years; and member of the Southwest Realty Board and National Association of Realtors, Joseph P. Lorefice leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of Joseph P. Lorefice and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph P. Lorefice.

TRIBUTE TO LATE MRS. CATHERINE T. MAYO.

WHEREAS, God in His infinite wisdom has called Catherine T. Mayo to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, A native of Newcastle West, county of Limerick, Ireland and the beloved wife of Robert D.; devoted mother of Maureen (John) Anleitner, Robert (Beth), Richard (Gail), Kathleen (Patrick) Murphy, Doreen (Rickey) Plachta, James, Patrick (Nancy), Timothy, Thomas (Leslie), Shawn (Suzanne) and Brian "Murph"; proud grandmother of twenty-three; great-grandmother of one, loving sister of Betty (P. J.) Cullen, Maurice (the late Chris) Misgrave, Anne Ambrose and the late Mary (the late Donal) Brady, all of Ireland; also survived by many loving nieces and nephews, Catherine T. Mayo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Catherine T. Mayo and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Catherine T. Mayo.

TRIBUTE TO LATE MRS. BARBARA A. MC MAHON.

WHEREAS, God in His infinite wisdom has called Barbara A. McMahon to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late John; loving mother of Joe (Linda), Dan (Sharon), Patricia (Mike), Eileen (James), Jack (Maureen) and Barbara (Kevin); proud grandmother of twenty; dear sister of P. J. Joyce and the late Tom Joyce and Josephine Kennedy; and loving aunt of Josephine and Tom Hagle, Barbara A. McMahon leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Barbara A. McMahon and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Barbara A. McMahon.

TRIBUTE TO LATE MRS. HELEN S. MOONAN.

WHEREAS, God in His infinite wisdom has called Helen S. Moonan to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Vincent; loving mother of Patrick (Rosemary) and James (Linda); devoted grandmother of Patrick, Rosemary, Kenneth, Barbara, Michael, Brian, David and Jason and great-grandmother of eleven; dear daughter of the late Leo and the late Agnes Klebba; dearest sister of the late Edward and the late Leo Klebba; retired from Nabisco where she worked in the packing department for twenty-five years; member of the Jolly Nicks of Saint Nicholas of Tolentine Church, Helen S. Moonan leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Helen S. Moonan and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen S. Moonan.

TRIBUTE TO LATE MS. KATHLEEN M. O'CONNOR.

WHEREAS, God in His infinite wisdom has called Kathleen M. O'Connor to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted daughter of Susan and the late Edward; loving sister of Eileen (Michael) Katrein, Timothy (Eileen) and Kevin; proud aunt of Robert Katrein; dear niece of Mary (Robert) Flach and Marge Gofron; kind friend of many; member of the S.A.S. and T.O.P.S., Kathleen M. O'Connor leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Kathleen M. O'Connor and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kathleen M. O'Connor.

TRIBUTE TO LATE MRS. JEAN PLONKA.

WHEREAS, God in His infinite wisdom has called Jean Plonka to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Edward; loving mother of the late Gerald; fond mother-in-law of Lana; loving grandmother of Frankie and Angela; cherished daughter of the late Peter and Sophie Potempa; dearest sister of Vicky (the late Adam) Laba, Stella (the late Edward) Gricus, Dorothy (Stanley Pach and the late Chester Romanek) Pach, Helen (Steve) Safranec, the late Mary (the late Peter) Brudzisz, Anna (the late George) Hosek, Joseph (Virginia), Casey (Frances), Walter (Jean), Edward (Bea) and Frank (the late Harriet) Potempa; also aunt of many nieces and nephews, Jean Plonka leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jean Plonka.

TRIBUTE TO LATE MRS. TERRY RUGGIERO.

WHEREAS, God in His infinite wisdom has called Terry Ruggiero to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of Ralph; devoted mother of Peter (Sabrina), Katrina (Tony) and Frank; and loving grandmother of Anthony, Frankie and Ralphie, Terry Ruggiero leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Terry Ruggiero and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Terry Ruggiero.

TRIBUTE TO LATE MRS. AMALIA "MOLLY" SCHMIDT.

WHEREAS, God in His infinite wisdom has called Amalia "Molly" Schmidt to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late William; loving mother of Darlene Litvay and Pamela Schmidt; proud grandmother of John and Chris Litvay; dear sister of Eva Henderson and the late Genevieve Lozzi, Mafalda Camp, Flora DiDomenico, Hugo DiDomenico and Angelica Chamberlain; and fond aunt of many nieces and nephews, Amalia "Molly" Schmidt leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Amalia "Molly" Schmidt and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Amalia "Molly" Schmidt.

TRIBUTE TO LATE MRS. LOTTIE M. STERNA.

WHEREAS, God in His infinite wisdom has called Lottie M. Sterna to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Stanley T.; loving mother of Dolores (Dennis) Dykstra and the late Donald S.; devoted grandmother of Stanley (Danette) Sterna, Brain (Amy) Legan, Joann (Jeff) Herman, Sue (Mark) Overbey, Debbie Legan, James Sterna, Robert (Ann) Legan; step-grandmother of Donald Noll; proud great-grandmother of Michael, Jessica, Connor, Max, Alexis, Alex, Scott, Brett, Ashley, Marissa and Katie; fond sister of the late Marion (the late Irene) Sadowski and the late Stella Sadowski; dear aunt of many nieces and nephews; and active member of many senior citizens clubs, Lottie M. Sterna leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, day do hereby express our sorrow on the death of Lottie M. Sterna and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lottie M. Sterna.

TRIBUTE TO LATE MR. JOHN ZEGARSKI.

WHEREAS, God in His infinite wisdom has called John Zegarski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Stephanie; loving father of Rose (George) Schick, Ron (Dorothy) and Stephanie Michaels; dearest grandfather of six; great-grandfather of twelve; beloved friend of Frances Nowakowski; fond brother of Adam (Clara), the late Catherine (the late John) Maiter, Joseph (Frances) and Stanley (the late Pat); and retired forty-four year employee from Crane Company, John Zegarski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, hereby express our sorrow on the death of John Zegarski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Zegarski.

CONGRATULATIONS EXTENDED TO MR. RICHARD GUERIN ON
RECEIPT OF J. KEALEY DISTINGUISHED PRINCIPAL AWARD
FROM NATIONAL CATHOLIC EDUCATION ASSOCIATION.

WHEREAS, Richard Guerin has been honored with the J. Kealey Distinguished Principal Award by the National Catholic Education Association; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, Richard has been the principal of Saint Bede the Venerable School since 1975, and his spirit, enthusiasm and contributions have significantly furthered the mission of the school; and

WHEREAS, May Richard's hard work and dedication to the students of Saint Bede serve as an inspiration to us all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby congratulate Richard Guerin on this special award and we also wish him many more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard Guerin.

*CONGRATULATIONS EXTENDED TO DEACON GREG SERRATORE
ON TWENTY-FIFTH ANNIVERSARY OF ORDINATION.*

WHEREAS, On December 16, 2004, Deacon Greg Serratore celebrated his twenty-fifth year of being an ordained deacon; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Deacon Greg's strong example of love and devotion to God, the Catholic Church and the entire community serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby congratulate Deacon Greg Serratore on this special time in his life and we also wish him many more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Deacon Greg Serratore.

*CONGRATULATIONS EXTENDED TO REPUBLIC
BANK ON FORTIETH ANNIVERSARY.*

WHEREAS, Republic Bank celebrated forty years of service on December 15, 2004; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, Republic Bank was founded on April 15, 1964 by the Halikias Family and the first office, located at 6501 South Pulaski Road, was officially opened to the public on December 15, 1964; and

WHEREAS, The bank, which now has nine offices, with two more to open soon, serves twenty-two thousand five hundred customers and two thousand five hundred loan customers between all of the branches; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby congratulate Republic Bank on this special time and we also wish them more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Republic Bank.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE DR. FIROUZ AMIRPARVIZ.

WHEREAS, Dr. Firouz Amirparviz has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Oak Brook, Dr. Firouz Amirparviz was a prominent cardiologist and the loving husband for thirty-five years of Cheryl; and

WHEREAS, Born in Tabriz, Iran, Dr. Firouz Amirparviz earned his medical degree from the University of Tehran in 1965 and immigrated to the United States in 1967; and

WHEREAS, Dr. Firouz Amirparviz taught for nearly three decades at the Stritch School of Medicine and headed the cardiovascular institute at Loyola University Medical Center in Maywood; and

WHEREAS, Dr. Firouz Amirparviz founded a cardiovascular practice in 1972 now known as Midwest Heart Specialists which has grown into a clinic employing fifty-six doctors that serves the western suburbs; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Firouz Amirparviz gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Firouz Amirparviz inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Firouz Amirparviz serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Dr. Firouz Amirparviz to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. Firouz Amirparviz was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Firouz Amirparviz imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Dr. Firouz Amirparviz for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Firouz Amirparviz.

TRIBUTE TO LATE HONORABLE EARL ARKISS.

WHEREAS, The Honorable Earl Arkiss has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Village of Northbrook, The Honorable Earl Arkiss was a retired Cook County Circuit Court judge and the loving husband for more than fifty years of Ruth, nee Heumann; and

WHEREAS, The Honorable Earl Arkiss was the much-beloved father of Leslie Kumler and Gary to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Earl Arkiss practiced law for more than fifty years and served on the bench for three decades; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Earl Arkiss gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Earl Arkiss inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Earl Arkiss serve as an example to all; and

WHEREAS, The Honorable Earl Arkiss was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Earl Arkiss imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate The Honorable Earl Arkiss for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Earl Arkiss.

TRIBUTE TO LATE HONORABLE SHIRLEY CHISHOLM.

WHEREAS, The Honorable Shirley Chisholm has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Shirley Chisholm was the first African-American elected to serve in the United States Congress where she carved out a reputation as an outspoken champion of the rights of women and minorities; and

WHEREAS, The Honorable Shirley Chisholm was elected in 1968 and ably represented New York's Bedford-Stuyvesant section of Brooklyn until her retirement in 1983; and

WHEREAS, After leaving Congress, The Honorable Shirley Chisholm was named to the Purington Chair at Mount Holyoke College in South Hadley, Massachusetts, where she served as an educator; and

WHEREAS, In later years, The Honorable Shirley Chisholm was a much sought-after speaker on the lecture circuit; and

WHEREAS, The Honorable Shirley Chisholm was a founding member of the Congressional Black Caucus whose courage and determination were trademarks of her long and admirable career in public service; and

WHEREAS, The Honorable Shirley Chisholm ran for the Democratic presidential nomination in 1972, becoming the first African-American to seek the presidency; and

WHEREAS, The Honorable Shirley Chisholm inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Shirley Chisholm serve as an example to all; and

WHEREAS, The Honorable Shirley Chisholm was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, The Honorable Shirley Chisholm imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate The Honorable Shirley Chisholm for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Shirley Chisholm.

TRIBUTE TO LATE MR. NICOLA D'AMATO.

WHEREAS, Nicola D'Amato has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Italy, Nicola D'Amato was a prominent Chicago bakery owner and the dearly beloved husband of the late Rosa; and

WHEREAS, Nicola D'Amato operated D'Amato's Bakery located at 1124 West Grand Avenue, a business which remains one of the last in the city to use a coal-fired brick oven and cook non-white ethnic bread; and

WHEREAS, Nicola D'Amato also baked pizza and operated the newly opened D'Amato's in Harwood Heights; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Nicola D'Amato gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Nicola D'Amato inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Nicola D'Amato serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Nicola D'Amato to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Nicola D'Amato will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Nicola D'Amato imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Nicola D'Amato for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicola D'Amato.

TRIBUTE TO LATE MRS. COLLEEN "KOKY" DISHON.

WHEREAS, Colleen "Koky" Dishon has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Colleen "Koky" Dishon was a prominent member of the journalism community and the loving and devoted wife for fifty-four years of Bob; and

WHEREAS, Colleen "Koky" Dishon enjoyed a long and remarkable career at the *Chicago Tribune* where she was responsible for the creation of the newspaper's feature sections; and

WHEREAS, After working for the *Dispatch* in Columbus, Ohio, and both the *Milwaukee Journal* and the *Milwaukee Sentinel* in Wisconsin, Colleen "Koky" Dishon was hired in 1975 by the *Chicago Tribune* to revamp the newspaper's Tempo Section; and

WHEREAS, During her tenure at the *Chicago Tribune*, Colleen "Koky" Dishon created new sections, including WomanNews, KidNews and Friday, and earned a reputation as perhaps the most innovative features editor in America; and

WHEREAS, Colleen "Koky" Dishon, who retired from the *Chicago Tribune* in 1994, became the first woman whose name appeared on the newspaper's masthead; and

WHEREAS, Colleen "Koky" Dishon received a Lifetime Achievement Award from the International Women's Media Foundation in 2001; and

WHEREAS, The hard work, sacrifice and dedication of Colleen "Koky" Dishon serve as an example to all; and

WHEREAS, A woman of dignity, grace and charm, Colleen "Koky" Dishon will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, Bob, and her beloved family, Colleen "Koky" Dishon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Colleen "Koky" Dishon for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Colleen "Koky" Dishon.

TRIBUTE TO LATE MR. DONALD "BERNARD" FARMER.

WHEREAS, Donald "Bernard" Farmer has gone to his eternal reward at the age of thirty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Zion, Donald "Bernard" Farmer bravely served his country as a staff sergeant in the United States Army; and

WHEREAS, Donald "Bernard" Farmer lost his life in Kuwait while serving his country; and

WHEREAS, A former football star at Zion-Benton Township High School, Donald "Bernard" Farmer attended college in North Dakota for two years and joined the United States Marines, serving for four years in countries that included Somalia and Japan; and

WHEREAS, Donald "Bernard" Farmer loved the military and upon his return to Zion in 1995 enlisted in the United States Army and married his childhood sweetheart, Shonda, whom he first met at Villa Park Elementary School in Zion; and

WHEREAS, Donald "Bernard" Farmer had served his country in Iraq before more recently being transferred to Kuwait where he was a member of the 180th Transportation Battalion, 13th Corps Support Command; and

WHEREAS, Donald "Bernard" Farmer was fatally injured in a traffic accident when he was struck by a fast-moving vehicle while changing a flat tire; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald "Bernard" Farmer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald "Bernard" Farmer inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Donald "Bernard" Farmer serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Donald "Bernard" Farmer to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Donald "Bernard" Farmer was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Shonda, and his beloved family, Donald "Bernard" Farmer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Donald "Bernard" Farmer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald "Bernard" Farmer.

TRIBUTE TO LATE MR. JAMES T. FINN.

WHEREAS, James T. Finn has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James T. Finn was a retired public servant and the loving and devoted husband of Linda, nee Huck; and

WHEREAS, James T. Finn was the much-beloved father of Dr. Matthew, Molly Randle, Marcey Cox and Maura to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, James T. Finn was the fond brother of Sue Stone, Bill and the late Dick as well as the grandfather of four and the dear uncle to many; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James T. Finn gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James T. Finn inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of James T. Finn serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared James T. Finn to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, James T. Finn was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James T. Finn imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate James T. Finn for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James T. Finn.

TRIBUTE TO LATE MRS. PAULINE GORE.

WHEREAS, Pauline Gore has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A woman of dignity, grace and charm, Pauline Gore was the matriarch of a powerful Southern political family and the devoted wife of the late United States Senator Albert Gore, Sr.; and

WHEREAS, Pauline Gore was an ardent and enthusiastic supporter of her Democrat husband who served with distinction as a member of the United States House from 1939 to 1953 and in the United States Senate from 1953 to 1970; and

WHEREAS, Pauline Gore was the mother of former United States Vice President Albert Gore, Jr., who served two terms on Capitol Hill alongside President Bill Clinton; and

WHEREAS, Born Pauline LaFon in Palmersville, Tennessee, Pauline Gore was raised in Jackson, Tennessee, and attended Vanderbilt University in Nashville where she graduated from law school and met her husband; and

WHEREAS, Pauline Gore gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Pauline Gore inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Pauline Gore serve as an example to all; and

WHEREAS, Pauline Gore was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Pauline Gore imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Pauline Gore for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Pauline Gore.

TRIBUTE TO LATE HONORABLE WILLIAM C. HARRIS.

WHEREAS, The Honorable William C. Harris has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable William C. Harris was a retired Republican state legislator and the loving husband for fifty-seven years of Jeanne; and

WHEREAS, The Honorable William C. Harris was the much-beloved father of Charles and Barbara to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable William C. Harris enjoyed a long and highly successful political career and served as President of the Illinois Senate during the 1970s; and

WHEREAS, The Honorable William C. Harris ably served in the Illinois House from 1955 to 1961 and as a member of the Illinois Senate from 1961 to 1977; and

WHEREAS, The Honorable William C. Harris was appointed from 1977 to 1990 as Commissioner of Banks and Trust Companies for the State of Illinois; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable William C. Harris gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable William C. Harris inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable William C. Harris serve as an example to all; and

WHEREAS, The Honorable William C. Harris was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Jeanne, and his beloved family, The Honorable William C. Harris imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate The Honorable William C. Harris for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable William C. Harris.

TRIBUTE TO LATE MR. WILLIAM J. HARRIS.

WHEREAS, William J. Harris has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William J. Harris was a lifelong resident of the Village of Manhattan and the loving husband for forty-two years of the late Mary Jane; and

WHEREAS, William J. Harris was the much-beloved father of Mike, Dan and David to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, William J. Harris began his career with the Manhattan Police Department in 1965 and rose to become its chief of police; and

WHEREAS, William J. Harris also served for more than two decades as a volunteer fire fighter for the small town; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, William J. Harris gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, William J. Harris was a dedicated public servant who inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of William J. Harris serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared William J. Harris to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, William J. Harris was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, William J. Harris imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate William J.

Harris for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William J. Harris.

TRIBUTE TO LATE MRS. HELEN T. KUCZYNSKI.

WHEREAS, Helen T. Kuczynski has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Helen T. Kuczynski, nee Sowa, was the loving wife of the late Bernard and the much-adored mother of Bernadette Antos and Alan; and

WHEREAS, Helen T. Kuczynski dedicated her life to her family, community and Church; and

WHEREAS, Helen T. Kuczynski was a valued member at Saint Mary Star of the Sea parish, Altar and the Rosary Society and Czestochowa Club; and

WHEREAS, Helen T. Kuczynski was also active in organizations including the West Lawn Golden Agers, Polish Roman Catholic Union of America and the Polish National Alliance; and

WHEREAS, In recognition of her many volunteer efforts, Helen T. Kuczynski was named a recipient of the Archdiocesan Council of Catholic Women Vicariate V 2003 Woman of the Year Award; and

WHEREAS, A woman committed to excellence who maintained a high level of integrity, Helen T. Kuczynski was a loyal friend to many; and

WHEREAS, Helen T. Kuczynski inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Helen T. Kuczynski to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Helen T. Kuczynski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Helen T. Kuczynski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Helen T. Kuczynski for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen T. Kuczynski.

TRIBUTE TO LATE MR. MARK M. KRUG.

WHEREAS, Mark M. Krug has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A former longtime resident of the City of Chicago, Mark M. Krug was a widely admired member of the academic community and the husband of the late Ruth, nee Kulwin; and

WHEREAS, Mark M. Krug enjoyed a long and successful career as an educator and administrator at the University of Chicago before his retirement in 1985 as director of the Graduate School of Education; and

WHEREAS, A Jewish immigrant who lived in what was once Palestine, Mark M. Krug played a leading role in Jewish affairs in Chicago and was a prolific author, biblical scholar and a former president of the Zionist Organization of Chicago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Mark M. Krug gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Mark M. Krug inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Mark M. Krug serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Mark M. Krug to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mark M. Krug was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Mark M. Krug imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Mark M. Krug for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mark M. Krug.

TRIBUTE TO LATE MR. RICHARD C. MULLER.

WHEREAS, Richard C. Muller has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Edison Park community, Richard C. Muller was a longtime teacher at Saint Patrick High School in Chicago where he was chairman of the Mathematics Department; and

WHEREAS, Richard C. Muller served for forty years at the high school where he headed the Math Club and organized after-school bingo games that helped to raise funds for the institution; and

WHEREAS, Richard C. Muller was the beloved son of the late Margaret, nee Neubauer, and Adolf P. Muller; and

WHEREAS, Richard C. Muller was the dear brother of Margaret Ann Opas and the proud uncle of Krystyna Opas; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Richard C. Muller gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Richard C. Muller inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Richard C. Muller serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Richard C. Muller to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Richard C. Muller was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Richard C. Muller imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Richard C. Muller for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard C. Muller.

TRIBUTE TO LATE BROTHER JOHN MURRAY.

WHEREAS, Brother John Murray has been called to eternal life by the wisdom of God at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Brother John Murray was a widely respected member of the religious community and a longtime educator at Marist High School in Chicago; and

WHEREAS, Raised in the Beverly neighborhood, Brother John Murray joined the Marist Brothers on August 23, 1968, and earned his bachelor's degree from DePaul University; and

WHEREAS, Brother John Murray served with great holiness and compassion as a Marist brother for thirty-six years and devoted much of his religious life to teaching students at the same Chicago high school from which he had graduated; and

WHEREAS, Brother John Murray inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Brother John Murray serve as an example to all; and

WHEREAS, Brother John Murray will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Brother John Murray imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Brother John Murray for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Brother John Murray.

TRIBUTE TO LATE MRS. JANE GRAY MUSKIE.

WHEREAS, Jane Gray Muskie has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Bethesda, Maryland, Jane Gray Muskie was the loving and devoted wife of the late Honorable Edmund Muskie, the 1968 Democratic nominee for Vice President of the United States; and

WHEREAS, Born in Waterville, Maine, Jane Gray Muskie married The Honorable Edmund Muskie in 1948, while he was a member of the Maine House of Representatives; and

WHEREAS, A woman of dignity, grace and charm, Jane Gray Muskie accompanied her husband throughout the many heights of his political career, from his service as Governor of the State of Maine to his election as a United State Senator; and

WHEREAS, Jane Gray Muskie was an ardent and enthusiastic supporter of her husband's unsuccessful campaigns for Vice President in 1968 and his bid for the Democratic Party's nomination for President in 1972; and

WHEREAS, Jane Gray Muskie inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Jane Gray Muskie serve as an example to all; and

WHEREAS, A woman of dignity, grace and charm, Jane Gray Muskie will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Jane Gray Muskie imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Jane Gray Muskie for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jane Gray Muskie.

TRIBUTE TO LATE MAXWELL MC CROHON.

WHEREAS, Maxwell McCrohon has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Maxwell McCrohon was a prominent member of the Chicago journalism community and the loving husband of Nancy; and

WHEREAS, As the managing editor of the *Chicago Tribune*, Maxwell McCrohon earned a reputation as a visionary leader whose innovations reshaped the newspaper's designs, story packaging and feature writing; and

WHEREAS, Born in 1928 in Australia, Maxwell McCrohon came to the United States in 1951 and enjoyed a career that spanned half a century; and

WHEREAS, Maxwell McCrohon served in high profile roles as the editor in chief at *United Press International*, editor of the *Los Angeles Herald Examiner* newspaper and United States editor of the American-Russian publication *We/Mbl.*; and

WHEREAS, Maxwell McCrohon brought to his profession keen instincts about how to breath life into publications and was considered an architect of the "sectional revolution"; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Maxwell McCrohon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Maxwell McCrohon inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Maxwell McCrohon serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Maxwell McCrohon to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Maxwell McCrohon was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Nancy; and his beloved family, Maxwell McCrohon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Maxwell McCrohon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maxwell McCrohon.

TRIBUTE TO LATE MR. RAYMOND T. O'KEEFE, JR.

WHEREAS, Raymond T. O'Keefe, Jr. has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Village of Winnetka, Raymond T. O'Keefe, Jr. was a retired businessman and the loving husband of Florence, nee Griffin; and

WHEREAS, Raymond T. O'Keefe, Jr. was the father of Raymond T. III and John G. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Raymond T. O'Keefe, Jr. served as the president of the Kropp Forge Company, a steel manufacturer; and

WHEREAS, Following his retirement, Raymond T. O'Keefe, Jr. served on the boards of several area banks and was a member of the Chicago Regional Port District Board under former Governor James R. Thompson; and

WHEREAS, Born in the City of Chicago, Raymond T. O'Keefe, Jr. displayed great talent as a swimmer and was inducted into the Catholic League Hall of Fame; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Raymond T. O'Keefe, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Raymond T. O'Keefe, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Raymond T. O'Keefe, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Raymond T. O'Keefe, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Raymond T. O'Keefe, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Florence, and his beloved family, Raymond T. O'Keefe, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Raymond T. O'Keefe, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Raymond T. O'Keefe, Jr.

TRIBUTE TO LATE MR. THOMAS J. O'KEEFE, JR.

WHEREAS, Thomas J. O'Keefe, Jr. has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born on May 31, 1921, in the City of Chicago, Thomas J. O'Keefe, Jr. was the loving son of Thomas, Sr., and Hazel Mary, nee Mergner; and

WHEREAS, Raised on the great south side, Thomas J. O'Keefe, Jr. attended Our Lady of Peace Grammar School and De La Salle High School; and

WHEREAS, After graduating from Saint Mary's University of Winona, Minnesota in 1943, Thomas J. O'Keefe, Jr. bravely served his country as a Lieutenant J. G. in the United States Navy during World War II.; and

WHEREAS, Following his honorable discharge from the service, Thomas J. O'Keefe, Jr. received a J.D. degree from DePaul University in 1948; and

WHEREAS, Thomas J. O'Keefe, Jr. practiced corporate law for thirty-nine years, initially as counsel with General Finance Corporation and retired as Executive Vice-President and General Counsel of Associates Corporation of North America; and

WHEREAS, Thomas J. O'Keefe, Jr. married the late Mary Margaret Clemens, and their union of twenty-five years was blessed with fifteen children; and

WHEREAS, Thomas J. O'Keefe, Jr. is survived by his loving wife of twenty-nine years, Barbara Trippel McCarthy O'Keefe, with whom he cared for eight step-children; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Thomas J. O'Keefe, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Thomas J. O'Keefe, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Thomas J. O'Keefe, Jr. serve as an example to all; and

WHEREAS, Thomas J. O'Keefe, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Thomas J. O'Keefe, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Thomas J. O'Keefe, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. O'Keefe, Jr.

TRIBUTE TO LATE MR. JERRY ORBACH.

WHEREAS, Jerry Orbach has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born Jerome Bernard Orbach in the Bronx, New York, Jerry Orbach was a famous entertainer, actor and dance man whose career spanned more than half a century; and

WHEREAS, Jerry Orbach starred in hit musicals on Broadway including "Carnival", "Promises, Promises", "Chicago" and "42nd Street"; and

WHEREAS, Jerry Orbach's sardonic wit and grace also propelled him to great success in the movies and on television; and

WHEREAS, Jerry Orbach uplifted the spirits of countless audiences throughout his long and glorious career; and

WHEREAS, Jerry Orbach joined the cast of the NBC police drama "Law and Order" in 1992 and had most recently begun production of the NBC's television spin-off "Law & Order: Trial By Jury"; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Jerry Orbach gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, His love of life and great theatrical ability endeared Jerry Orbach to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Jerry Orbach was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Elaine Cancilla, and his beloved family, Jerry Orbach imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Jerry Orbach for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jerry Orbach.

TRIBUTE TO LATE HONORABLE PAUL P. PRESTON.

WHEREAS, The Honorable Paul P. Preston has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Paul P. Preston was a retired member of the judiciary and the loving husband for sixty-three years of the late Rhoda, nee Gomberg; and

WHEREAS, Born to immigrant parents, The Honorable Paul P. Preston grew up on Chicago's west side and graduated from Marshall High School and DePaul University; and

WHEREAS, After becoming a lawyer, The Honorable Paul P. Preston enjoyed a long and successful career as a corporate counsel and personal injury attorney; and

WHEREAS, In 1979, at the age of sixty-six, The Honorable Paul P. Preston fulfilled a lifelong dream when he became a Circuit Court judge; and

WHEREAS, The Honorable Paul P. Preston ably served in various judicial assignments, including Housing Court and Traffic Court, until his retirement in 1997 at the age of eighty-four; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Paul P. Preston gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Paul P. Preston inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Paul P. Preston serve as an example to all; and

WHEREAS, The Honorable Paul P. Preston was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two sons, The Honorable Lee and Barry; his three grandchildren; and his three great-grandchildren, The Honorable Paul P. Preston imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate The Honorable Paul P. Preston for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Paul P. Preston.

TRIBUTE TO LATE MR. JOHN RACKOS.

WHEREAS, John Rackos has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Oak Lawn, John Rackos was a pillar of the Greek community and the loving husband of Christine; and

WHEREAS, John Rackos was the much-beloved father of William, Demetri, George and Chris to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John Rackos lived for many years on Chicago's south side and enjoyed a long and successful career as a businessman; and

WHEREAS, John Rackos was a grocer, liquor store owner and restaurateur and was credited with helping to organize the first Greek parade in Chicago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John Rackos gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, John Rackos inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John Rackos serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared John Rackos to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, John Rackos was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Christine, and his beloved family, John Rackos imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate John Rackos for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Rackos.

TRIBUTE TO LATE MR. PHILIP J. RIZZA.

WHEREAS, Philip J. Rizza has been called to eternal life by the wisdom of God at the age of forty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Philip J. Rizza was the loving and devoted husband for more than twenty-three years of Annette, nee Navarro; and

WHEREAS, Philip J. Rizza was the much-beloved father of Mary, Elle, Joseph and Philip to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born and raised on the southwest side, Philip J. Rizza began working for his grandfather's car dealership at the age of twelve; and

WHEREAS, Philip J. Rizza joined the family business, Bonnie Brook Ford, after graduating from Saint Laurant High School in 1979; and

WHEREAS, Philip J. Rizza later worked at the Joe Rizza dealership at 22nd and Harlem and helped to design and build the family's dealership in Orland Park; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Philip J. Rizza gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Philip J. Rizza inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Philip J. Rizza serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Philip J. Rizza to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Philip J. Rizza was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Annette, and his beloved family, Philip J. Rizza imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Philip J. Rizza for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Philip J. Rizza.

TRIBUTE TO LATE MR. JOSEPH G. SHANNON.

WHEREAS, Joseph G. Shannon has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joseph G. Shannon was a retired member of the Chicago Fire Department and the loving husband of the late Mary, nee Cunningham; and

WHEREAS, Joseph G. Shannon was the beloved father of Mary Rasori, Noreen Ryder, Kathleen Krywar, Ellen Ford, Terry, Barbara Dolan, Nancy Bouloukos, Michael, Patty Finegan, Brian, Jim and the late Kevin and Joseph, Jr.; and

WHEREAS, The much-adored patriarch of his family, Joseph G. Shannon was the loving grandfather of twenty-one and great-grandfather of two; and

WHEREAS, A native of County Mayo, Ireland, Joseph G. Shannon was one of six brothers who shared a passion for music; and

WHEREAS, Joseph G. Shannon immigrated to America at the age of thirteen and once in Chicago learned to play the bagpipes which would become a lifelong avocation; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Joseph G. Shannon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, His love of life and ability to live it to the fullest endeared Joseph G. Shannon to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Joseph G. Shannon will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph G. Shannon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Joseph G. Shannon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph G. Shannon.

TRIBUTE TO LATE MR. MORRIS "STICK" STICKGOLD.

WHEREAS, Morris "Stick" Stickgold has been called to eternal life by the wisdom of God at the age of ninety-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Morris "Stick" Stickgold was a retired federal agent and the beloved husband of Annabelle Stickgold, nee Sorokin; and

WHEREAS, Morris "Stick" Stickgold was the much-adored father of Arthur, Robert and Edward to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Stickgold family lived on the west side before moving to Rogers Park and eventually to north suburban Wilmette; and

WHEREAS, A graduate of Northwestern University Law School, Morris "Stick" Stickgold enjoyed a long and highly successful career working with the federal government; and

WHEREAS, Morris "Stick" Stickgold served during the 1920s and early 1930s as a member of the United States Justice Department, a Prohibition Era period during which he arrested bootleggers; and

WHEREAS, Morris "Stick" Stickgold later joined the United States Agriculture Department and was a special agent in charge of investigations; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Morris "Stick" Stickgold gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Morris "Stick" Stickgold inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Morris "Stick" Stickgold serve as an example to all; and

WHEREAS, Morris "Stick" Stickgold was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Morris "Stick" Stickgold imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Morris "Stick" Stickgold for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Morris "Stick" Stickgold.

*TRIBUTE TO LATE PROFESSOR MUTTALYA
AND INDRARI SUNDARALINGAM.*

WHEREAS, Professor Muttalya and Indrari Sundaralingam, a loving husband and wife, have been called to their eternal reward; and

WHEREAS, Professor Muttalya and Indrari Sundaralingam died together during the morning of December 26, 2004 in Trincomalee, Sri Lanka, as a result of the forces of nature when they were overcome by the waters of a devastating tsunami; and

WHEREAS, Professor Muttalya Sundaralingam was an award-winning world leader in his field who used his vast knowledge of biology to determine the molecular structure of biological molecules, such as nucleic acids and their constituents; and

WHEREAS, In 1992, the space shuttle Columbia took sixteen of Professor Muttalya Sundaralingam's experiments into space to investigate the growth of crystals in zero gravity; and

WHEREAS, The enormity of his scientific endeavors was evidenced by his ability to publish over three hundred fifty papers in the top scientific journals, including *Science* and *Nature*; and

WHEREAS, Professor Muttalya Sundaralingam's drive and motivation kept him going even after his official retirement in December of 2002; and

WHEREAS, Indrari Sundaralingam was an extremely loving wife, mother and grandmother who imparted to her family an enormous knowledge of Sri Lankan cultural traditions; and

WHEREAS, The hard work, sacrifice and dedication of Professor Muttalya and Indrari Sundaralingam serve as an example to all; and

WHEREAS, Professor Muttalya and Indrari Sundaralingam will be dearly missed and fondly remembered by their many relatives, friends and admirers; and

WHEREAS, To their beloved family, Professor Muttalya and Indrari Sundaralingam impart a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Professor Muttalya and Indrari Sundaralingam for their grace-filled lives and do hereby express our condolences to their family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Professor Muttalya and Indrari Sundaralingam.

TRIBUTE TO LATE MS. RENATA TEBALDI.

WHEREAS, Renata Tebaldi has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Renata Tebaldi was an Italian operatic soprano who earned an international reputation as one of the greatest divas of the post World War II era; and

WHEREAS, Renata Tebaldi's dramatic artistry, rich voice and strong stage presence made her a star of the Metropolitan Opera in New York City, La Scala Opera of Milan and the Lyric Opera of Chicago; and

WHEREAS, Born Renata Ersilia Clotilde Tebaldi on February 1, 1922, in Pesaro, Italy, Renata Tebaldi contracted polio as a young girl and after recovering from the disease went on to study at the town's conservatory and at the conservatory in Parma where her teachers included the renowned operatic talent Carmen Melis; and

WHEREAS, Renata Tebaldi made her debut at the age of twenty-two as Elena in *Mefistofele* and her major breakthrough came when she auditioned for an operatic production that marked the reopening of the La Scala Opera after World War II; and

WHEREAS, Following a long and glorious career, Renata Tebaldi retired from performing publicly and devoted much of her time to teaching; and

WHEREAS, A woman of dignity, grace and charm, Renata Tebaldi inspired the lives of countless people through her great personal warmth and operatic genius; and

WHEREAS, Renata Tebaldi was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Renata Tebaldi imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Renata Tebaldi for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Renata Tebaldi.

TRIBUTE TO LATE MRS. MARION P. THOMAS.

WHEREAS, Marion P. Thomas has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Skokie, Marion P. Thomas was the beloved wife of the late Howard H.; and

WHEREAS, Born on April 29, 1914 in the City of Chicago, Marion P. Thomas was the much-adored daughter of the late Bliss and Janet Morgan; and

WHEREAS, Marion P. Thomas enjoyed a long and highly successful career as an administrative secretary for Niles Township High Schools from which she retired following twenty-five years of dedicated and tireless service; and

WHEREAS, Marion P. Thomas served as the Society Editor for the *Skokie News* and was a member for forty years of the Skokie Valley Business and Professional Women's Club; and

WHEREAS, Marion P. Thomas was active in many community and church activities, including Church Circle, Court Watcher and the Albert J. Smith Activity Center; and

WHEREAS, Marion P. Thomas started the Village of Skokie Latch Key Kids Program and served on the Human Services Commission for the Village of Skokie; and

WHEREAS, Marion P. Thomas was the dear mother of Virginia Schubert, Raymond, Robert and Richard, the loving grandmother of nine and the dearest great-grandmother of one; and

WHEREAS, Marion P. Thomas will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her devoted and loving family, Marion P. Thomas imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Marion P. Thomas for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marion P. Thomas.

TRIBUTE TO LATE MS. ROY DORIS WILSON.

WHEREAS, Roy Doris Wilson has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Gold Coast, Roy Doris Wilson was a retired public servant and the loving wife of the late Willie; and

WHEREAS, Roy Doris Wilson enjoyed a more than thirty-year career as an officer with the Chicago Office of the United States Immigration and Naturalization Service; and

WHEREAS, Born in Dallas, Texas, and raised on Chicago's south side, Roy Doris Wilson graduated from Wendell Phillips High School and held various government positions before joining the federal agency; and

WHEREAS, Roy Doris Wilson also performed volunteer work for the Chicago Historical Society and Chicago Public Radio as well as mentored children at the Cabrini-Green Housing Project; and

WHEREAS, The hard work, sacrifice and dedication of Roy Doris Wilson serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Roy Doris Wilson to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Roy Doris Wilson was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Roy Doris Wilson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate Roy Doris Wilson for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Roy Doris Wilson.

*CONGRATULATIONS EXTENDED TO MR. MICHAEL COOKE
ON NEW POSITION AS EDITOR-IN-CHIEF OF
NEW YORK DAILY NEWS.*

WHEREAS, Michael Cooke, a distinguished member of the journalism community, has announced his departure as editor-in-chief of the *Chicago Sun-Times*; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Michael Cooke will step down from his post to accept a position as editor-in-chief of the *New York Daily News*, a tabloid newspaper with the largest readership in New York City and the fifth largest circulation in the nation; and

WHEREAS, Michael Cooke will oversee an editorial staff of three hundred seventy persons at the *New York Daily News* in a robust city where four major daily newspapers fervently compete for the attention of the city's many subscribers; and

WHEREAS, Michael Cooke brings with him a wealth of talent and experience to this new position having served as both the editor-in-chief for the *Chicago Sun-Times* and the editor of the *Vancouver Province* tabloid; and

WHEREAS, The hard work, sacrifice and dedication of Michael Cooke serve as an example to all; and

WHEREAS, A native of Great Britain, Michael Cooke is an individual of great integrity and accomplishment who is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby congratulate Michael Cooke on his new position as editor-in-chief of the *New York Daily News* and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Cooke.

*CONGRATULATIONS EXTENDED TO MR. JOE KELLMAN
ON EIGHTY-FIFTH BIRTHDAY.*

WHEREAS, Joe Kellman, a distinguished Chicago business and civic leader, celebrated the joyous occasion of his eighty-fifth birthday on January 8, 2005; and

WHEREAS, The Chicago City Council has been informed this event by Alderman Edward M. Burke; and

WHEREAS, Raised in the Lawndale community, Joe Kellman joined his father's glass shop as a young man and through decades of hard work helped it grow into the nation's largest privately-owned auto glass chain; and

WHEREAS, Throughout his long and glorious career, Joe Kellman has always displayed an active and profound interest in helping others; and

WHEREAS, Joe Kellman is the co-founder of the Better Boys Foundation and the Corporate Community School of America, two landmark programs which have made an enormous positive impact on the lives of inner-city children; and

WHEREAS, Joe Kellman is a former Commissioner of the Illinois Racing Board, a past president of the Greater Lawndale Conservation Commission and has generously devoted his time, expertise and energy to a myriad of worthwhile causes and endeavors; and

WHEREAS, Joe Kellman has inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Joe Kellman serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby congratulate Joe Kellman on the occasion of his eighty-fifth birthday and do hereby express our warmest and best wishes for his continued happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joe Kellman.

CONGRATULATIONS EXTENDED TO EXELON CORPORATION AND
PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
ON MERGER AGREEMENT TO CREATE EXELON
ELECTRIC & GAS.

WHEREAS, Exelon Corporation and Public Service Enterprise Group Incorporated have agreed to enter into an historic merger agreement to create Exelon Electric & Gas, the nation's largest utility; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The merger has been unanimously approved by the boards of directors of both companies and will create a combined company with a total of \$79 Billion in assets, serving seven million electric customers and two million gas customers in Illinois, New Jersey and Pennsylvania; and

WHEREAS, The new board will be comprised of twelve members of Exelon Corporation and six members of Public Service Enterprise Group Incorporated; and

WHEREAS, Exelon Electric & Gas is predicted to have approximately \$27 Billion in annual revenues and \$3.2 Billion in annual net income; and

WHEREAS, Exelon Electric & Gas will become the nation's largest power generator and, by sharing resources, is expected to enhance the performance and efficiency of all operations; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby congratulate both companies on their merger and express every good wish for the future success of the newly formed company, Exelon Electric & Gas; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John W. Rowe, the President and Chief Executive Officer of Exelon Electric & Gas.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN DOHERTY (41st Ward):**

TRIBUTE TO LATE HONORABLE A. WESLEY PUCINSKI.

WHEREAS, A. Wesley Pucinski has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Aldermen Edward M. Burke and Brian G. Doherty; and

WHEREAS, A resident of the Lake View community, A. Wesley Pucinski was a decorated veteran of World War II and the loving husband of Gayle Guthrie; and

WHEREAS, A. Wesley Pucinski was the much-beloved father of Wesley S. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A. Wesley Pucinski was the brother of the late Honorable Roman C. Pucinski, a retired Congressman and Chicago Alderman; and

WHEREAS, While serving as a member of the United States Army during World War II, A. Wesley Pucinski was imprisoned by the Nazis for eleven months and after his release in 1945 was awarded the Purple Heart; and

WHEREAS, Following the war, A. Wesley Pucinski earned a degree in electrical engineering from Alliance College in Cambridge Springs, Pennsylvania and eventually became president of the Tigerman Engineering Corporation; and

WHEREAS, After presiding over the company's merger with Rochester Instrument Systems Incorporated, A. Wesley Pucinski joined the City of Chicago as an electrical inspector in 1970 and retired in 1998; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, A. Wesley Pucinski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, A. Wesley Pucinski inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of A. Wesley Pucinski serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared A. Wesley Pucinski to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, A. Wesley Pucinski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Gayle Guthrie; and his beloved family, A. Wesley Pucinski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby commemorate A. Wesley Pucinski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of A. Wesley Pucinski.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MRS. JEAN H. BARCLAY.

WHEREAS, God in His almighty wisdom called Jean H. Barclay to her eternal reward on January 6, 2005, at ninety years of age; and

WHEREAS, It is with great sadness that the Chicago City Council has been informed of her passing by Alderman Virginia A. Rugai; and

WHEREAS, Jean Hatfield Barclay is survived by her dearest son, David; his wife, Jane; and loving grandchildren, David, William and Kimberly Combs; and great-grandchildren, Jacquelyn, Nicholas and Meghan. Jean was the beloved wife of the late Wendell and fond sister of the late Ruth Hatfield and Merlin Starkweather. She will be dearly missed by her loving family; and

WHEREAS, Jean has been a resident of Beverly since 1921 and dedicated many years of her life serving her community with distinction and sincerity; and

WHEREAS, Jean was honored as the Beverly Review's Woman of the Year in 1974; and

WHEREAS, As its first program director, Jean Barclay worked tirelessly to raise funds for the Beverly Art Center that helped it open in 1969, and Jean was vital in garnering community interest the center needed; and

WHEREAS, Jean served as the first woman board member and was named an honorary lifetime board member of Goodwill Industries; and

WHEREAS, During her life, she was a highly valued member of several

organizations including the Delta Gamma Sorority, Women's League, Theta Sigma Phi, the Kellogg P.T.A., Community Fund, Ridge Service Club, Beverly Auxiliary of Mary Bartelme Homes, Infant Welfare Society of Chicago, Dewalt Mechlin Chapter of DAR, Ridge Historical Society, Chicago American Heart Association, Lyric Opera Guild, and Stratford Shakespearean Festival Foundation of Canada Board of John Crevar Library; and

WHEREAS, Jean Barclay's generous service and involvements affected innumerable lives in positive ways for which she will be long remembered; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled this eleventh day of January, 2005, do hereby extend their sincerest condolences to the family of Jean Barclay and extend heartfelt appreciation for the dedication she gave to her family, friends and community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jean H. Barclay.

TRIBUTE TO LATE MS. ELLYN ROSE CRONIN.

WHEREAS, God in his almighty wisdom called Ellyn Rose Cronin to her eternal reward on September 22, 2004, at the age of forty-four; and

WHEREAS, It is with great sadness that the Chicago City Council has been informed of her passing by Alderman Virginia A. Rugai; and

WHEREAS, Ellyn Cronin is survived by her loving children, Mark, Emily and Megan. She was the daughter of Pat Somers and James R. Cronin and she was the loving sister of Patricia, James, Sheilagh, Emily, Mary Ann, John Michael, Walter and Joseph. Ellyn will be greatly missed by many nieces and nephews; and

WHEREAS, Ellyn personally battled cancer for nearly five years. During that time she was dedicated to the care of not only herself but many others. As the first full time patient advocate at Little Company of Mary Hospital's Cancer Center, she worked tirelessly to provide support and guidance to countless patients. Her optimism and courage were admired by all who knew her; and

WHEREAS, Ellyn Cronin will be long remembered for the profound influence she had on so many lives; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City of Council, assembled this eleventh day of January, 2005, do hereby extend their sincerest condolences to the family of Ellyn Cronin on her passage and extend heartfelt appreciation for the dedication Ellyn gave to her family, community and career; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ellyn Rose Cronin.

CONGRATULATIONS EXTENDED TO DR. JOSEPH B. KIRSNER
ON RETIREMENT.

WHEREAS, Dr. Joseph B. Kirsner, retiring from active clinical practice at the age of ninety-five, has been honored at the Third Annual Conference on Inflammatory Bowel Disease hosted by the University of Chicago Division of Biological Sciences, the Department of Medicine, and the Section of Gastroenterology and Nutrition; and

WHEREAS, The City of Chicago has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Dr. Kirsner helped found several professional societies, including the American Society for Gastrointestinal Endoscopy and the American Association for the Study of Liver Diseases; and

WHEREAS, The research funds Dr. Kirsner fought to obtain for his developing field resulted in the creation of the General Medicine Study Section of the National Institutes of Arthritis, Metabolic and Digestive Diseases; and

WHEREAS, In six decades of teaching, Kirsner has trained more than two hundred of the field's leading specialists, including forty-one people who are currently full professors and fourteen department chairs; and

WHEREAS, Authoring nearly seven hundred publications, including fifteen books, Dr. Kirsner's textbook on inflammatory bowel disease has been the standard work on the topic for twenty years; and

WHEREAS, Dr. Kirsner graduated from Tufts University near the top of his class in 1933 and came to Chicago in July of that year. He joined the University staff in 1935 and enrolled in a Ph.D. program, which he completed in 1942; and

WHEREAS, Helping to raise enormous funds for gastro-intestinal studies nationwide, Dr. Kirsner inspired a group of his grateful patients in 1962 to form the Gastro-Intestinal Research Foundation, which has provided enormous support for G.I. research. The group raised more than two million dollars to construct the Joseph B. Kirsner Center for the Study of Digestive Diseases; and

WHEREAS, Receiving the honor of being named the Louis Block Distinguished Service Professor in Medicine, Dr. Kirsner has received the Distinguished Educator Award from the American Gastroenterological Association that is used to recognize an individual for lifelong achievements in education; and

WHEREAS, Dr. Kirsner, throughout a sixty-nine year career, has served as a remarkable teacher, inspirational mentor and invaluable asset to the field of Gastroenterology; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council assembled this eleventh day of January, 2005, do hereby congratulate and pay tribute to Dr. Joseph B. Kirsner in light of his recent retirement and express their appreciation for his profound medical achievements; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Joseph B. Kirsner.

*CONGRATULATIONS EXTENDED TO MR. THOMAS
BERNARD RYAN ON EIGHTIETH BIRTHDAY.*

WHEREAS, Thomas Bernard Ryan's family, many friends and admirers will gather on January 22, 2005 to pay tribute to one of Chicago's respected south side citizens, on the occasion of his eightieth birthday; and

WHEREAS, The Chicago City Council has been informed of this milestone birthday by Alderman Virginia A. Rugai; and

WHEREAS, Tom was born to Martin and Katherine Ryan, joining his siblings Joseph, Daniel, Helen, Margaret, Marie, Katherine, Martin and John in Saint Anne's parish on Chicago's south side; and

WHEREAS, After graduating with honors from Englewood High School, Tom joined the United States Navy, serving in World War II as a gunner aboard an aircraft carrier; and

WHEREAS, Tom is a thoughtful and considerate husband to Constance, nee Kreher, with whom he will celebrate sixty years of marriage in August, 2005. He is the devoted father to five children: Constance, Thomas Jr., JoEllen, Martin and Patrick; and

WHEREAS, Tom is the caring grandfather of Rosemary, Jane, Annie, Molly, Martin, Anthony, Matthew, Hannah and Haleigh; and

WHEREAS, Currently the 19th Ward precinct captain for the 4th Precinct for the past fifty-two years, Tom has also served as 19th Ward Treasurer and Secretary; and

WHEREAS, After retiring from Peoples Energy in 1989, Tom decided to study to become a deacon for the Archdiocesan of Chicago. Tom was ordained a deacon by Cardinal Bernadin in 1992 and has been permanently assigned to Saint Christina parish in Mount Greenwood; and

WHEREAS, Volunteering has always been a part of Deacon Ryan's life, he has been an usher at Saint Christina's parish, a Holy Name officer, a Knights of Columbus honor guard, a Cubmaster, the chaplain, counselor and Eucharistic minister for Little Company of Mary Hospital and a chaplain for the Chicago Police Department; and

WHEREAS, Tom is an extremely loving father who always makes himself available to his family. His unconditional love is a constant presence in the Ryan home; and

WHEREAS, In his spare time, Tom is an avid walker and enjoys spending time with his grandchildren and during the Christmas season can be found watching his favorite movie at any time -- *Miracle on 34th Street*; and

WHEREAS, Deacon Ryan is appreciated for the profound influence he has on so many lives. His hard work and dedication have earned him the respect and admiration of all who know him; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2005, do hereby express our heartiest congratulations to Thomas Bernard Ryan in celebration of his eightieth birthday and extend to this fine citizen our very best and most sincere wishes for continued happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas Bernard Ryan.

Presented By

***ALDERMAN RUGAI (19th Ward) And
ALDERMAN OLIVO (13th Ward):***

***CONGRATULATIONS EXTENDED TO DR. STEPHEN B. HANAUER
ON RECEIPT OF JANSSEN AWARD FROM AMERICAN
GASTROENTEROLOGY ASSOCIATION.***

WHEREAS, Dr. Stephen B. Hanauer, director of sections of Gastroenterology and Nutrition at the University of Chicago's School of Medicine, has been awarded the American Gastroenterology Association's prestigious Janssen Award; and

WHEREAS, The City of Chicago has been informed of this occasion by Aldermen Virginia A. Rugai and Frank J. Olivo; and

WHEREAS, Dr. Hanauer was given the award during the A.G.A.'s annual meeting in New Orleans from top gastroenterologists to recognize his clinical contributions, which encompass the body of clinical care, clinical research and scholarly teaching; and

WHEREAS, After earning his Bachelor of Science from the University of Michigan in 1973 and his Doctor of Medicine from the University of Illinois in Chicago in 1977, Dr. Hanauer began his career at the University of Chicago's faculty as an assistant professor of medicine; and

WHEREAS, Dr. Hanauer was honored with the Dr. Joseph B. Kirsner Chair, his personal mentor, at the Gastrointestinal Research Foundation at the University of Chicago in 1999 and serves as the director of the Logan Center for Gastrointestinal Clinical Research and co-director of the Inflammatory Bowel Disease Research Center; and

WHEREAS, The Inflammatory Bowel Disease Registry, designed and maintained by Dr. Hanauer, is an invaluable clinical research database of over five thousand patients; and

WHEREAS, As diplomat of the American Board of Internal Medicine and the American Board of Gastroenterology and as fellow of the American College of Physicians and the American College of Gastroenterology, Dr. Hanauer actively participates in professional associations and foundations; and

WHEREAS, Having written guidelines for the clinical evaluation of drugs for patients with inflammatory bowel disease, Dr. Hanauer currently serves as chair of the clinical practice section and as council of the Governing Board of the American Gastroenterological Association; and

WHEREAS, Dr. Hanauer has also received the Fiterman Foundation Joseph B. Kirsner Basic Research Award in Gastroenterology in 2001; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council assembled this eleventh day of January, 2005, do hereby congratulate and pay tribute to Dr. Stephen B. Hanauer for his distinguished service to the medical profession and express their appreciation for his efforts in providing commendable and quality care to the people of our communities; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Stephen B. Hanauer.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MRS. WILLA BLY CROSWELL.

WHEREAS, Almighty God in His infinite wisdom has called to her eternal reward Willa Bly Croswell, beloved citizen and friend, December 12, 2004; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has informed this august body of her passing; and

WHEREAS, In Franklin, Tennessee, on October 5, 1924, Willa Bly was placed in the arms of her proud parents, Willie and Joanna Kincaid. Willa moved with her family to Chicago and attended Tenneyson Grade School and graduated from John Marshall High School; and

WHEREAS, Willa Bly Kincaid, a young woman filled with an abundance of grace, kindness and patience captured the heart of a young man, Willaim Louis Croswell, Sr.. This loving couple were united in holy matrimony and were blessed with two children, William, Jr. and Trina Lynn; and

WHEREAS, Willa Bly Croswell was employed with the Chicago Police Department and the Board of Education. She retired from the Board of Education. As a devout member of Our Lady of Sorrows Church, "Bly" as she was known by family members and friends, participated joyously with the congregation; and

WHEREAS, Willa Bly Croswell will always be remembered as a loving mother, grandmother, great grandmother, great-great grandmother, good neighbor and caring friend who enriched the lives of many in countless ways; and

WHEREAS, Her husband, William Louis Croswell, Sr., and her son, William, Jr., having preceded her in death, Willa Bly Croswell leaves to cherish her memory and mourn her passing a daughter, Trina; seven grandchildren, Adrienne, Audrey (Darnell), Danta (Toni), William III (Crystal), Angela (Leo), Charles and Lafayette; eighteen great-grandchildren; one great-great grandchild; a special niece, Carolyn; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Willa Bly Croswell and extend our sincere condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Willa Bly Croswell.

TRIBUTE TO LATE MR. CURTIS HARGRETT.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Curtis Hargrett, beloved citizen and friend, Friday, December 10, 2004; and

WHEREAS, On July 27, 1929 Brother Leon F. Hargrett Sr. and Sister Lucinda C. Hargrett of Wakulla County, Florida became the proud parents of their loving son, Curtis; and

WHEREAS, Curtis Hargrett grew up in the Hyde Park community of Wakulla County with his parents and nine siblings. He was the seventh child and was preceded in death by six of his siblings, George (1986), Dorothy (1988), Reverend Joseph (1989), Amos (1999), Coolidge (2002) and Lindsey (2003); and

WHEREAS, Curtis Hargrett received his education in Florida and was baptized at the Thessalonian Missionary Baptist Church. The former Sally Dumas and Curtis were united in marriage and to this union were blessed with two children, Jennie Frances and Joel who preceded Curtis in death; and

WHEREAS, In 1950 Curtis made Chicago his home. He united with the Shiloh Missionary Baptist Church and participated joyously with the congregation where he remained a faithful member until his transition. Curtis Hargrett's family members, friends and extended family will fondly remember him as a kind, and caring person who could brighten your day with his great sense of humor; and

WHEREAS, Curtis Hargrett leaves behind to mourn his passing and cherish his memory his daughter, Pamela Kitchens; grandchildren; three brothers, Leon Jr., Bobby and Ferdinand; sisters-in-law, Mary, Edna Thrower and Mildred; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby extend our heartfelt condolences to the family and friends of Curtis Hargrett and express our sorrow on his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Curtis Hargrett.

TRIBUTE TO LATE MR. ALVIN D. MOSBY.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Alvin D. Mosby, beloved citizen and friend, December 3, 2004, at the age of fifty years; and

WHEREAS, Born August 21, 1954, Alvin D. Mosby attended Jacob Beidler Elementary School and Manley Career Academy, while his devotion to Zion Hill Missionary Baptist Church started in early childhood and followed through his entire life; and

WHEREAS, As a child Alvin D. Mosby belonged to the Baptist Training Union, Baptist Youth Fellowship, Sunday School and Children's Choir. As an adult, he was a faithful member of the August Fellowship Ministry and Usher Board. His profound Christian upbringing strengthened his outstanding character; and

WHEREAS, Alvin D. Mosby was by profession a butcher, employed for eleven years by the Kanipp Meat Packing Company, and for thirteen years by the Bruss Meat Packing Company. Highly industrious, he occasionally drove a taxi, and also worked part-time as a public relations manager for Resthaven Memorial Chapel; and

WHEREAS, Alvin D. Mosby leaves to celebrate his life his wife, Vivian; three daughters, Aretha, Thelma and Jasmon; one stepdaughter, Rosie; two stepsons, Antonio and Alonso; his mother, Thelma; fourteen grandchildren; one great-grandchild; three siblings; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005, do hereby express our sorrow on the passing of Alvin D. Mosby and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Alvin D. Mosby.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MR. ROBERT LEE COLLINS.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Robert Lee Collins, beloved citizen and friend, December 24, 2004; and

WHEREAS, This august body has been informed of Robert Lee Collins's passing by The Honorable Isaac S. Carothers, Alderman of the 27th Ward; and

WHEREAS, Born March 21, 1947 in Batesville, Mississippi, Robert Lee Collins was the loving son of Henrietta Partee and Ernest Collins. Robert was the youngest of five children that blessed this loving couple; and

WHEREAS, Robert Lee Collins served his country proudly in the United States Army from 1968 to 1970 and received an Honorable Discharge. The former Mattie Hubbard and Robert Lee Collins were united in Holy Matrimony on July 27, 1972 and to this union one child was born; and

WHEREAS, Robert Lee Collins, a talented barber/hair stylist who later became the proprietor, was known for his creativity in hair cutting and styling. Robert Lee Collins, known as "Bob" to family members and friends, will be greatly missed. He is predeceased by his wife, Mattie Hubbard (Collins); his mother, Henrietta Partee (Toliver); father, Ernest Collins; and brother, Frank Collins; and

WHEREAS, A cherished friend of many and good neighbor to all, Robert Lee Collins leaves to celebrate his life and cherish his memory one daughter, Monica Hollingsworth; one son, Santinio Collins; one son-in-law, Terrance Hollingsworth; a special loved one, Denise Butler; four grandchildren, Jaleel Hollingsworth, Kiwaun Collins, Santinio Collins, Jr. and Avionce Collins; one sister, Ernestine Jackson; two brothers, John Collins and Ernest Ray Collins; two sisters-in-law, Marie Collins and Roise Collins; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Robert Lee Collins and extend to his family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Robert Lee Collins.

TRIBUTE TO LATE DEACON GARNER GREEN.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward, Garner Green, beloved citizen and friend; and

WHEREAS, This august body has been informed of Mr. Green's passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Mr. Robert and Linda Green were blessed with the birth of their son, Garner in Canton, Mississippi on December 26, 1940. Together with his five brothers, Garner put smiles on their parent's face and laughter in their heart; and

WHEREAS, In 1968 Garner Green confessed his hope in Christ and was baptized at Saint James Missionary Baptist Church but later moved his membership to the Priestly Chapel Church. Gardner and his family moved to Chicago and in 1968 he joined the First Baptist Church and continued to serve faithfully under the late Reverend F. P. Piper, the late pastor Dr. O. Everett Piper, and under the present pastor Reverend Aaron Brasfield, Jr. He served at the First Church faithfully until the Lord called him from labor to reward; and

WHEREAS, Garner Green, a deacon for many years, was also a member of the male choir, an usher and a bus driver. Deacon Green, the owner of a mattress business and a kind and gentle man will be deeply missed, but the memory of his character, intelligence and compassion will live on in those whose life he touched in countless ways; and

WHEREAS, Deacon Green leaves to cherish his memory and celebrate his life a loving and faithful wife, Sister Mildred Green; six sons, Terry Green (Barbara), Leonard Green, Trace Green, Garner Green, Jr., John Anderson (Vonne) and James Anderson (Deborah); five siblings, Junita Green, Hattie Mae Moses, Robert Lee Green, Eddie Mae Johnson, and C.C. Green (Barbara); mother-in-law, Sister Mattie Malone; four sisters-in-law; one brother-in-law; fifteen grandchildren; four great-grandchildren; and a host of other relatives, extended First Baptist Institute Church family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Deacon Green and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Deacon Garner Green.

TRIBUTE TO LATE MR. ROBERT M. RANKINS.

WHEREAS, Almighty God in His infinite wisdom and judgment has called to his eternal reward Robert M. Rankins, beloved citizen and friend, December 5, 2004; and

WHEREAS, Members of this august body have been informed of his passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born to the union of Guy, Sr. and Emma Rankins on March 1, 1945 in Marrero, Louisiana, Robert confessed his faith in Christ at an early age and was baptized. He was a member of Trinity Chapel A.M.E. Zion Church in Marrero, Louisiana and after moving to Chicago he attended Unity Fellowship Missionary Baptist Church; and

WHEREAS, Robert M. Rankins met Geneva Robinson and to this union two children were born, Leontene Robinson and Robert Rankins, Jr.; and

WHEREAS, Robert M. Rankins gave thirty-two years of dedicated service to Peoples Gas Company. He enjoyed sports, telling jokes and making others smile. He will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew him in countless ways; and

WHEREAS, His wife, Geneva; brother, Alton Rankins; and mother-in-law, Mattie Jamison having preceded him in death, Robert M. Rankins leaves to celebrate his life and cherish his memory two children, Leontene and Robert Jr.; grandson, Tobias Robinson Rankins; two sisters, Alice Taylor (Ralph) and Leontene Dillworth; two brothers, Guy Rankins, Jr. (Jeanell) and Willie Rankins (Ceola); five sisters-in-law; two brothers-in-law; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our deepest sympathy to the family of Robert M. Rankins; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Robert M. Rankins.

TRIBUTE TO LATE MRS. MARGARET RICKS.

WHEREAS, Margaret Ricks has been born to eternal life December 25, 2004; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of her passing; and

WHEREAS, Margaret Ricks was born in England, Arkansas on December 14, 1925 to the union of Jessie and Lizzie Scott. She attended Gethsemane Missionary Baptist Church and confessed her life to Christ at an early age and was an avid participant in a quartet; and

WHEREAS, Margaret was educated in the Gethsemane and Little Rock school system. Margaret matured into a young woman filled with an abundance of grace, intelligence and patience and soon captured the heart of Ervin Lee Ricks and they became husband and wife in 1945. This union was blessed with the birth of thirteen children; and

WHEREAS, In 1953 Margaret and Ervin moved to Chicago seeking a better life for their family. Margaret was a matriarch mom of the "K Town" community. A cherished friend and neighbor Margaret was always ready to provide good sound advice and guidance to all; and

WHEREAS, Margaret was a devoted witness who enjoyed studying the Word. In 1976 she began to study and later converted to a Jehovah's Witness. She marvelled at God's creations, often stating "Look at the wind blowing those leaves, you can feel it but you can't see it". Margaret enjoyed cooking, playing checkers and having open discussion with others. She will be deeply missed but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Her loving husband, Ervin Lee Ricks; two sons, Curtis and Gregory having preceded her in death, Margaret Ricks leaves behind to cherish her memory and celebrate her life twelve children, Gloria, Cleophus, Janet, Ervin (Stan), Freddie, Brenda, Edna (Denise), Vincent, Willie (Chubby), Margaret (Lynette), Alicia and Betty Jo; thirty-five grandchildren; seventeen great grandchildren; two brothers, Jessie Scott, Jr. and Calvin Scott; two sons-in-law, Calvin Brooks and David Johnson; five in-laws, Ollie Radney, Marie Scott, Leatha Ricks, Clinton Ricks and Julius Ricks; aunt, Fannie Mae Buckman; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council gathered here eleventh day of January, 2005 A.D., do hereby express our sincerest sorrow at her passing and extend our condolences to the family and friends of Margaret Ricks; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Margaret Ricks.

TRIBUTE TO LATE MRS. JOSEPHINE ROBINSON.

WHEREAS, God in His infinite wisdom and judgment has called His faithful servant, Josephine Robinson to her eternal reward and everlasting life, Friday, December 31, 2004; and

WHEREAS, This august body has been informed of Mrs. Josephine Robinson's transition by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, The Almighty Lord blessed Luella Wiggins Ramsey and Joseph Wiggins with the birth of their daughter, Josephine on October 4, 1938. Josephine was a loving and caring person who was destined to become a devoted wife, mother, grandmother, sister, neighbor and friend; and

WHEREAS, Josephine Robinson, a devout Christian, was a faithful member of Mount Carmel Holiness Church and the New Life Church of God and Christ. Her acceptance of Christ as her personal Savior continued throughout her life and has now come full circle as she is reunited with her husband, Jesse J. Robinson who preceded her in death; and

WHEREAS, A cherished friend and a good neighbor to all, Josephine Robinson had enriched the lives of the young and the old. She will be deeply missed but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Josephine Robinson leaves to cherish her memory and celebrate her life, her loving sons, Laurence (Flamond) and Joseph Byron (Jackie); daughter, Laverne (Donald) Johnson; brother, Joseph Wiggins; four grandchildren; sister-in-law and good friend, Vera Davis; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our heartfelt sorrow on the passing of Josephine Robinson and extend to her family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Josephine Robinson.

TRIBUTE TO LATE MR. MICHAEL ANTHONY THIGPEN.

WHEREAS, God in His infinite wisdom and judgement has called to his eternal reward Michael Anthony Thigpen, beloved citizen and friend, Friday, November 26, 2004; and

WHEREAS, The Chicago City Council has been informed of his death by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, A native of Chicago, Michael Anthony Thigpen, born November 5, 1955, was the loving son of Columbus and Aletha Thigpen. He accepted Christ at an early age, and united with Mount Pilgrim M.B. Church. He served as a junior usher at the young age of seven and participated joyously with the congregation; and

WHEREAS, Michael Anthony Thigpen was a graduate of Westinghouse Vocational High School and attended Wilbur Junior College where he received an associate degree in Accounting. Michael's love of travel took him to many places, just to name a few: Rome, Cancun, Aruba, Lake Tahoe, Hawaiian Islands, Rio de Janeiro, Brazil, Hong Kong, Africa and the Bahama Islands; and

WHEREAS, Michael Anthony Thigpen was a vital and active member of his community and will be sorely missed. He leaves to cherish his memory and celebrate his life, his loving daughter, Shelbony Thigpen; mother, Aletha Thigpen; sisters, Vera Thigpen, Schmetta Thigpen-Morrow and Linda (Clifton) Stuckey; brother, Mark Thigpen; and a host of nieces, nephews, cousins and friends; and

WHEREAS, Michael Anthony Thigpen will be deeply missed but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January 2005 A.D., do hereby express our sorrow on the death of Michael Anthony Thigpen and extend to his family and friends our sincere condolence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Michael Anthony Thigpen.

TRIBUTE TO LATE MRS. MARRELL RUBY WILLIAMS.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Marrell Ruby Williams, beloved citizen and friend; and

WHEREAS, This august body has been informed of her passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, In Puryear, Tennessee on May 2, 1924, Joseph and Ruby Petty were blessed with the birth of their daughter, Marrell Ruby. Marrell received her elementary education in Kentucky and attended high school in Cincinnati, Ohio. She confessed her hope in Christ at the age of sixteen; and

WHEREAS, In 1961 Marrell Ruby and Lemmy James Williams became husband and wife sharing memorable times together. Lemmy James Williams was affectionately called "Pat" by family members and friends; and

WHEREAS, In 1979, as a member of Austin Messiah Lutheran Church, under the leadership of Pastor Kenneth Nylander, Marrell served faithfully with the congregation, but in 1995 she moved her membership to Saint Paul Lutheran Church where she remained a member until her transition; and

WHEREAS, Marrell Ruby Williams's love of children led her to minister to them for many years as a Sunday School Teacher and a Vacation Bible School Teacher. She taught the children to accept the Lord as their personal Savior. Marrell enjoyed children so much that she often offered her babysitting services to neighborhood families. Her most enduring legacy is her "children". She believed that a quality education was the foundation for a successful future and made certain that her "children" took advantage of every opportunity afforded them. She encouraged these "children" to become positive role models -- today many of them are professionals; and

WHEREAS, A cherished friend and good neighbor to all, Marrell Ruby Williams had enriched the lives of the young and the old. She will be deeply missed but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Marrell Ruby Williams will be reunited with her husband, Lemmy James Williams who preceded her in death, but she leaves to celebrate her life and cherish her memory, her daughters, Carolyn Ann McBride (Herman) and Alicia Williams; brother, Joseph Petty Jr.; sister, Mildred Warren; grandchildren, Leslie and Amanda McBride; three great-grandchildren, Octavious, James Herman and Kantrell; three great-great grandchildren, Jalien, Damon and Aullian; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the passing of Marrell Ruby Williams and extend to her family members our sincere condolence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marrell Ruby Williams.

TRIBUTE TO LATE MR. ELIZIE WINTERS, SR.

WHEREAS, In His infinite wisdom, God has called Elzie Winters, Sr. to his eternal reward; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of his passing; and

WHEREAS, Elzie Winters, Sr. was born to the union of Will Winters and Mary Jane (Ford) in Silver City, Mississippi on September 1, 1919. At the New Jerusalem Missionary Baptist Church in Ruleville, Mississippi, Elzie accepted Christ as his personal Savior; and

WHEREAS, On September 9, 1937, Elzie Winters, Sr. and Jerlene Winfrey were united in holy matrimony and to this union they were blessed with the birth of seven children. Elzie served his country proudly in the United States Army. In 1949 he received a degree in Electrical Engineering from Tuskegee Institute in Tuskegee Alabama. Elzie taught at T. J. Harris High School in Meridian, Mississippi; and

WHEREAS, In 1950 Elzie moved to Chicago and became a devout member of the Original Providence Baptist Church where he served faithfully until his transition. His last place of employment was with Northern Trust Bank where he remained until his retirement; and

WHEREAS, His loving wife, Jerlene; two sons, Elzie Jr. and Robert Earl, his parents and seventeen siblings, having predeceased him, Elzie Winters, Sr. leaves to cherish his memory and celebrate his life, two sons, Eugene S. Winters (Erma Jean) and Lawrence B. Winters; three daughters, Clara Winters Mosley, Alberta Winters and Rita L. Winters Hunt; daughter-in-law, Claudette Winters; brother, Reverend John L. Winters (Jeanetta); sister-in-law, Doshie Brown (Robert); twenty grandchildren; thirty-nine great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago assembled here this eleventh day of January, 2005 A.D., do hereby express our deepest sympathy at the passing of Elzie Winters, Sr. and extend our sincere condolence to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Elzie Winters, Sr.

*CONGRATULATIONS EXTENDED TO GEORGE LELAND PUBLIC
ELEMENTARY SCHOOL ON BEING NAMED NATIONAL
BLUE RIBBON SCHOOL UNDER UNITED STATES
DEPARTMENT OF EDUCATION "NO
CHILD LEFT BEHIND" PROGRAM.*

WHEREAS, The George Leland Elementary School, located in the heart of this city's west side, has attained preeminent status as the first Chicago public elementary school to be honored by the State of Illinois as an Illinois Spotlight School in 2003 and one of only fourteen Illinois schools in 2004 to be named a Blue Ribbon School by the United States Department of Education's "No Child Left Behind" program and, as such, will be recognized at Washington, D.C. ceremony; and

WHEREAS, The Blue Ribbon Schools program was established to honor those schools who have at least forty percent of their students coming from disadvantaged backgrounds yet have been able to "make significant progress in closing the achievement gap or whose students achieve at very high levels"; and

WHEREAS, In the 2003 -- 2004 school year, an astounding eighty-five and four-tenths percent of third grade students at the George Leland Elementary School met or exceeded standards for reading set by the Illinois Standards Achievement Test. Ninety and nine-tenths percent met or exceeded the standards for mathematics and eighty and five-tenths percent met or exceeded the writing standards. This inner city school surpassed the average for all Illinois elementary schools; and

WHEREAS, Dr. Loretta Brown Lawrence, Principal of George Leland Elementary School, attributes their unbelievably successful academic achievement to the proper environment and appropriate instruction. She further notes that teachers at the school are experts in the field and use a variety of instructional strategies to support student learning. One-third of those teachers have been together at the school for three decades and strongly believe that all children can learn. The low turnover rate of the staff results in teachers who know many generations of neighborhood families who have come to the school. Furthermore, they recognize the important role those families play in ensuring that learning occurs; and

WHEREAS, The staff at George Leland Elementary School continually work for greater involvement with parents and guardians. Educators at Leland Elementary view them as partners and try to improve such participation through parent surveys and recognition through a Parent of the Year program. Dr. Lawrence credits all the stakeholders with providing the high expectations and positive learning climate at George Leland Elementary School; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has brought this significant honor to the attention of this august body; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2005 A.D., do hereby salute the students, parents, staff and principal of the George Leland Elementary School for this magnificent academic achievement and wish them continued success in all future academic endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the George Leland Elementary School.

Presented By

ALDERMAN REBOYRAS (30th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO SHARON
MC AULIFFE ELEMENTARY SCHOOL ON HOLDING "ACHIEVING
SUCCESS" CEREMONY HONORING TEACHERS, STAFF
AND STUDENTS AND COMMEMORATING LATE
SHARON CHRISTA MC AULIFFE.

WHEREAS, In 1983, the District 5 Council, the largest education council in the City of Chicago, addressed the most serious problem that plagued our school children, overcrowding. After a long two years, funds were released from the Capital Development Board of the State of Illinois in partnership with the School Finance Authority. A total of Sixty-one Million Dollars was given and twelve new schools were built throughout the City of Chicago from this effort. Eight Million Five Hundred Thousand Dollars was obtained to build a school to help relieve overcrowding at Mozart Nixon and Funston; and

WHEREAS, The Capital Development Building Committee was selected to oversee Project Number 761-031-06. Voted in as committee members were Mabel Crouch (Mozart School), Bea Olson (Nixon School), the late Annie Steele (Funston School) and the District Council Chairman, Diana Ruiz. The committee's functions were land purchase, the monitoring and bidding of all contracts, zoning and city and state codes. The committee worked together, voluntarily, for an additional six years to ensure the success of this project; and

WHEREAS, During this time, space shuttle flights had become ordinary occurrences to many Americans. N.A.S.A. wanted to rekindle the excitement that had once surrounded the space program. They thought that if an ordinary citizen was involved, the public might once again become enthusiastic. Taking this into consideration, President Reagan made the decision that the first ordinary American to travel on-board a space shuttle would be "one of America's finest, a teacher"; and

WHEREAS, Sharon Christa McAuliffe, the eldest of Edward and Grace Corrigan's five children, was born on September 2, 1948, in Framingham, Massachusetts. While in high school Christa met her husband, Steve McAuliffe. In 1970, after graduating from Framingham State College, majoring in history, Christa and Steve were married, and had two children, Scott and Caroline; and

WHEREAS, When the opportunity came to apply to be the first "Teacher in Space", Christa mailed in her eleven page application at the last minute, and hoped for the best. After becoming a finalist, Christa did not think she would be selected, as some of the other teachers were doctors, authors and scholars. Out of eleven thousand five hundred applicants, Christa was chosen, and began her training at N.A.S.A.'s facility in Houston. After completing one hundred fourteen hours of training, Christa was ready; and

WHEREAS, On January 28, 1986, just seventy-three seconds after lift-off, the space shuttle Challenger exploded, killing all seven astronauts aboard; and

WHEREAS, Shortly after the space shuttle Challenger exploded, the Capital Development Committee decided to name their new school, Sharon Christa McAuliffe, for the first teacher, mother, civilian and astronaut in space. The contract was awarded to the Rudnick Construction Company, which began working in 1989 on the eighty-three thousand square foot school building with a capacity of nine hundred fifty-four students; and

WHEREAS, Sharon Christa McAuliffe Elementary School opened its doors on September of 1991, and was inaugurated on January 28, 1992; and

WHEREAS, Sharon Christa McAuliffe Elementary School is dedicated to providing their students with a strong, comprehensive core of academics and the development of an attitude that learning is a lifelong process; and

WHEREAS, On Thursday, January 27, 2005, the children at Sharon McAuliffe Elementary School will hold an "Achieving Success" ceremony, a recognition and renewal of partnership in education, honoring their four Golden Apple nominees, Ms. Carmen Matta (Special Education -- Room 312), Ms. Emilie Creehan (Room 310 -- Fifth Grade), Ms. Nancy Chaquinga (Room 308 -- Fifth Grade) and Ms. Bianca Severion (Special Education -- Room 311), along with commemorating the late Sharon Christa McAuliffe; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here on this eleventh day of January, 2005 A.D., do hereby express our congratulations and commend the teachers, staff and students of Sharon Christa McAuliffe Elementary School; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Sharon Christa McAuliffe Elementary School.

Presented By

ALDERMAN BANKS (36th Ward):

**COMMEMORATION OF LIFE OF POLICE SERGEANT ANTHONY J.
JANOWSKI AND REDEDICATION TO COMBAT ALCOHOL-
RELATED TRAFFIC ACCIDENTS AND DEATHS.**

WHEREAS, This august body remains ever mindful of the many dangers associated with the duties of a Chicago police officer; and

WHEREAS, More than a quarter of a century ago, Chicago Police Sergeant Anthony J. Janowski, while on substitute duty for a fellow officer, was on his way to Illinois Masonic Hospital to investigate a deadly auto accident when he became involved with one. While his patrol car was crossing the intersection of Addison and Racine, he was struck and killed by a drunk driver; and

WHEREAS, Illinois has been cited as one of the fifteen deadliest states in drunken-driving fatalities. In 2003, forty-four percent of the state's traffic deaths were alcohol-related; and

WHEREAS, Although, tougher drunken driving laws and more visible enforcement, such as nighttime roadblocks to check drivers, have reduced traffic deaths caused by drunk drivers, the percentage of alcohol-related traffic deaths has remained at the same level for several years; and

WHEREAS, Officials of organizations advocating sober driving habits such as the Mothers Against Drunk Driving president, Wendy Hamilton, point out that there are still those in authority who view drunk driving in terms of the adage, "There, but for the grace of God, go I". It is these people who still do not recognize that driving while intoxicated is epidemic; and

WHEREAS, At least two people were reported killed in traffic accidents during this past New Year holiday weekend in this city, including a taxicab driver and his passenger who were hit by a drunk driver; and

WHEREAS, Sergeant Anthony J. Janowski was a contributing member of his community. He was active in the Saint Jude League, the Sergeant's Association and a board member of the Polish American Police Association who honored him posthumously as their Man Of The Year in 1978. Sergeant Janowski was also an usher at Saint Francis Borgia Roman Catholic Church and provided security for the holiday collections. He assisted with the Little League at Hiawatha Park and played the part of a policeman in his daughter's school musical; and

WHEREAS, The Honorable William J. P. Banks, Alderman of the 36th Ward has brought Sergeant Anthony J. Janowski's sudden death at the hands of a drunk driver to the attention of this august body to honor him and his family and act as a reminder of the continuing threat that drinking and driving pose to the citizens of the City of Chicago, the State of Illinois and this nation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2005 A.D., do hereby commemorate the life and passing of Sergeant Anthony J. Janowski and, although more than twenty-five years has passed since his untimely demise, it is apparent that society needs to rededicate itself to reducing the number of alcohol-related traffic accidents and deaths such as his; and

Be It Further Resolved, That suitable copies of this resolution be presented to the wife and the daughter of Sergeant Anthony J. Janowski.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. CARL DAVIS.

WHEREAS, Carl Davis has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Eunice; loving father of Doris Davis (George) Gallagher; devoted grandfather of Shamelle Glidden, Tamyala Grabill (Robert) Sulskl, Jeffrey (Lisa) Grabill; great-grandfather of Chesran and Nathaniel Glidden, Cella Grabill-Sulskl and Brianna and Alexander Grabill; and dear brother of Dale Davis, Wilma Yount, Daisy McCormick and Maxine Long, Carl Davis leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Carl Davis and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carl Davis.

TRIBUTE TO LATE MRS. BERNICE E. DOWDALL.

WHEREAS, Bernice E. Dowdall has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Peter Joseph; loving mother of Diane (Tom) Murphy and Linda (Ed) Sutton; fond grandmother of Linda, Dan and John Murphy, Elizabeth Zegers, Sharon and Tim Sutton; great-grandmother of ten; dear sister of the late Alice Niekowal and David and Edward Abbihl; fond cousin of Robert O'Brien; and aunt of many nieces and nephews, Bernice E. Dowdall leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Bernice E. Dowdall and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernice E. Dowdall.

TRIBUTE TO LATE MR. JOHN I. FITZMAURICE.

WHEREAS, John I. Fitzmaurice has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Catherine; companion of thirty-one years of Mildred Mangan; loving father of Joan Hughes (Don) Kieffer; dear grandfather of Terry (Dan) Dick, Dr. Thomas (Agnes) Hughes, Carol (Tom) King and Ruth (Bill) Roeder; great-grandfather of eleven; great-great-grandfather of two; and brother of the late Jim, Connie, Helen Sullivan, Bernice Callahan and Lucille Gorman, John I. Fitzmaurice leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of John I. Fitzmaurice and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John I. Fitzmaurice.

TRIBUTE TO LATE MRS. JOSEPHINE JENNINGS.

WHEREAS, Josephine Jennings has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late John F.; loving mother of John (Sue) and Eileen (Gregory) Smolek; devoted grandmother of John (Kari), Kevin (Tamra), Michael (Karen) and Timothy John; doting great-grandmother of Trisha, Kaje, John Charles, Caleb, Savannah, Cullen and Denon; fond sister of Rose and the late Catherine and the late Jacob; cherished aunt of many nieces and nephews; and treasured great-aunt, Josephine Jennings leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Josephine Jennings and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine Jennings.

TRIBUTE TO LATE MR. NICHOLAS F. LOISI.

WHEREAS, Nicholas F. Loisi has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Sarah; loving father of Dominic (Mary) Loisi, Catherine (Joseph) Ceglarek and Rochelle (James) Kohout; cherished grandfather of Nicholas (Vicki), Dominic, Mary, Sarah (Rob), Joseph (Denise), Nicholas (Darcy), Nicholas, Sarah, Tony, Terry, Karen, Shawn, Steven (Esther) and Tom; great-grandfather of fourteen; dear brother of Laura (the late Guy) Petruzzelli and the late Frank and Libby, the late Minnie and Mike Mitola, late Jessie and Dominic Petruzzelli, late Celeste and Angelo Parenti and the late Guy; fond brother-in-law of Frank, Jr. (late Evelyn), late Tony and Mary, late James and Mary, late Joseph (Viola) and the late Catherine Nitti; and dear uncle and friend of many, Nicholas F. Loisi leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Nicholas F. Loisi and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicholas F. Loisi.

TRIBUTE TO LATE MR. JOHN J. SCANLON.

WHEREAS, John J. Scanlon has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Shirley; loving father of Don, Susan (Neil) Locke, Marlene (Rich) Wagner and the late John (Cheryle); dear grandfather of eight; best friend of Sparky and Tuffi; native of Liscannor County Clare, Ireland, John J. Scanlon leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of John J. Scanlon and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Scanlon.

TRIBUTE TO LATE MR. EDMUND F. SIPP.

WHEREAS, Edmund F. Sipp has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Irene; dear brother of the late Adelaide Stroz; devoted father of John (Dorothy), Virginia (Logan) Tanner, Thomas (Claudia), Phillip (Barbara), James, Mary Anne (Robert) Downing and the late Paul; and loving grandfather of Margaret, Andrew, Christopher, Thomas, Stephen, Paul, Lucas, Sarah, Steven, Jennifer, Carolyn and Maliana, Edmund F. Sipp leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Edmund F. Sipp and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edmund F. Sipp.

Presented By

**ALDERMAN ALLEN (38th Ward) And
ALDERMAN DOHERTY (41st Ward):**

TRIBUTE TO LATE MRS. EVELYN B. MEYER.

WHEREAS, Evelyn B. Meyer has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen and Alderman Brian G. Doherty; and

WHEREAS, The beloved wife of the late Leroy F., Sr.; loving mother of Lee F., Jr. (Susan) and Mace D. Meyer; and fond grandmother of Jennifer (Dan) Delporte, James (Amy) and Jessica (Larry) Kane, Evelyn B. Meyer leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2005, do hereby express our sorrow on the death of Evelyn B. Meyer and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Evelyn B. Meyer.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MS. DALE BOLLING.

WHEREAS, God in His infinite wisdom has called Dale Bolling to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Dale Bolling was an active and vital member of her community. A loving mother to her two daughters and a dear friend to many, Dale Bolling leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Dale Bolling will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Dale Bolling and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dale Bolling.

TRIBUTE TO LATE MR. JAMES T. FINN.

WHEREAS, God in His infinite wisdom has called James T. Finn, born March 25, 1947, to his eternal reward on December 25, 2004; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, James T. Finn, beloved husband of Linda, was an active and vital member of his community. The loving father of Dr. Matthew (Bridget), Molly (Chris) Randle, Marcey (Dan) Cox and Maura; dear grandfather of Sophie, Gavin, Emmet and Aiden; fond brother of Sue (Frank) Stone, Bill (Shirley) and the late Dick Finn; and fond uncle of many, James T. Finn leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, James T. Finn will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of James T. Finn and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James T. Finn.

TRIBUTE TO LATE DR. MARTIN L. GECHT.

WHEREAS, God in His infinite wisdom has called Dr. Martin L. Gecht to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Dr. Martin L. Gecht, beloved husband of Francey, was an active and vital member of his community. Dear father of Lauren (Stephen) Kramer, Susan (Richard) Rieser and Robert (Rachel Winpar) Gecht; loving grandfather of Adam (Jennifer) Kramer, Clay Kramer, Abigail (Daniel) Rubinstein, Jon and Nicholas Rieser, Amanda and Madeleine Gecht; great-grandfather of Alexandra Rubinstein; fond brother of the late Dr. Adele Gecht, Dr. Martin L. Gecht leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Dr. Martin L. Gecht will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Dr. Martin L. Gecht and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Martin L. Gecht.

TRIBUTE TO LATE HONORABLE LOUIS J. GILIBERTO.

WHEREAS, God in His infinite wisdom has called The Honorable Louis J. Giliberto to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, The Honorable Louis J. Giliberto, beloved husband of the late Phyllis, was an active and vital member of his community. The loving father of Louis J. (Andrea) Giliberto and Karan M. (Kevin) Baltazar; cherished grandfather of Joseph, Michael, Sophia and Kevin; fond brother of John (Yvonne), Matthew (the late Patricia) and Mary (Sam) Cravatta; devoted brother-in-law of Arthur (the late Sophia) Cook; fond uncle and great-uncle to many nieces and nephews, The Honorable Louis J. Giliberto leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, The Honorable Louis J. Giliberto will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of The Honorable Louis J. Giliberto and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Louis J. Giliberto.

TRIBUTE TO LATE MRS. MARY ANNE GIORNO.

WHEREAS, God in His infinite wisdom has called Mary Anne Giorno to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Mary Anne Giorno, beloved wife of Vincent, was an active and vital member of her community. The loving mother of Ann Marie Giorno and Rebecca

(Patrick) McConnell; cherished grandmother of Jonathan Zak; and dear sister of Bonnie (Robert) Kostuk, Dale (companion Neil), Ignatius, John (Gail) and Peter (Maria) Lantvit, Mary Anne Giorno leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary Anne Giorno will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Mary Anne Giorno and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Anne Giorno.

TRIBUTE TO LATE MR. STANLEY J. KEMPNER.

WHEREAS, God in His infinite wisdom has called Stanley J. Kempner to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Stanley J. Kempner, beloved husband of Carita, was an active and vital member of his community. The loving father of Robert E. (Jill), Michael M. and Kathryn C.; dear son of Bette (Matthew) Edwards and the late Stanley Kempner; son-in-law of Robert Emmett and Carita Molloy; cherished brother of Patricia Long and the late Robert C.; fond brother-in-law of Norman Long, Robert (Mary Pat) and John (Barbara) Molloy and Patsy (Michael) Nick; and proud uncle of Robert, Mary Gen, Patrick, Maggie, Kathleen, Cormac, Marty and Danny Molloy, Michael, Molly, Casey, Maggie, Annie and Johnny Nick, Patsy, Thomas and Jackie Molloy, Stanley J. Kempner leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Stanley J. Kempner will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Stanley J. Kempner and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley J. Kempner.

TRIBUTE TO LATE MRS. LILLIAN KOOP.

WHEREAS, God in His infinite wisdom has called Lillian Koop to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Lillian Koop, beloved wife of the late Harold (retired C.P.D.), was an active and vital member of her community. The loving mother of Edward Koop (C.P.D.); fond sister of Mary (the late Al) Simon; cherished aunt; and great-aunt and great-great-aunt of many nieces and nephews, Lillian Koop leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Lillian Koop will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Lillian Koop and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lillian Koop.

TRIBUTE TO LATE MS. JOYCE LOOBY.

WHEREAS, God in His infinite wisdom has called Joyce Looby to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Joyce Looby was an active and vital member of her community. Beloved daughter of the late Michael and Rita Looby; loving sister of Margaret, Michael and Colleen (Simon) Poole; devoted aunt of Daniel, Charlotte and Alex; and dearest niece of Sister Philomena and the late Eddie Joyce, Joyce Looby leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Joyce Looby will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Joyce Looby and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joyce Looby.

TRIBUTE TO LATE MR. KAROL NODZENSKI.

WHEREAS, God in His infinite wisdom has called Karol Nodzenski to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Karol Nodzenski, beloved husband of the late Danuta, was an active and vital member of his community. Dear father of Andrew (Norma), Thaddeus (Mary) and Peter (Claudia) Nodzenski; and loving grandfather to Andrea, Michael and Carl Nodzenski, Karol Nodzenski leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Karol Nodzenski will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Karol Nodzenski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Karol Nodzenski.

TRIBUTE TO LATE MR. ALBERT H. VIERT.

WHEREAS, God in His infinite wisdom has called Albert H. Viert to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Albert H. Viert, beloved husband of the late Gertrude, was an active and vital member of his community. The loving father of Diane and Virginia; twin brother of Julia Corris; and uncle of Merrilyn Humphries, John and George Corris, Albert H. Viert leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Albert H. Viert will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Albert H. Viert and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert H. Viert.

*CONGRATULATIONS EXTENDED TO ANDREAS
AND THERESA KUECHEL ON THIRTY-
NINTH WEDDING ANNIVERSARY.*

WHEREAS, Andreas and Theresa Kuechel are celebrating their thirty-ninth anniversary; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Margaret Laurino; and

WHEREAS, Andreas and Theresa have been outstanding residents of their northwest side community for all thirty-nine years of their happy marriage; and

WHEREAS, Andreas and Theresa's strong bond of love and commitment serve as a shining example to their family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled here this eleventh day of January, 2005 A.D., do hereby congratulate Andreas and Theresa Kuechel on their thirty-ninth anniversary and extend our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Andreas and Theresa Kuechel.

*CONGRATULATIONS EXTENDED TO JAMES AND
DENISE POELSTERL ON BIRTH OF CHILDREN,
THOMAS PAUL AND NATALIE MARIE.*

WHEREAS, Two new citizens came into the world, Thomas Paul and Natalie Marie Poelsterl, children of James and Denise, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Thomas Paul and Natalie Marie represent the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2005 A.D., do hereby congratulate James and Denise on the birth of their children, Thomas Paul and Natalie Marie, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO NEWLYWEDS
JOHN AND CATHY RAMAN.*

WHEREAS, John and Cathy Raman, outstanding residents of Chicago's great northwest side community, have been joined in Holy Matrimony; and

WHEREAS, The Chicago City Council has been informed of this joyous celebration by Alderman Margaret Laurino; and

WHEREAS, John and Cathy's strong example of love and devotion to each other and their family serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this eleventh day of January, 2005 A.D., do hereby congratulate John and Cathy on this special time of their lives together and we also wish them many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to newlyweds John and Cathy Raman.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. RUTH SINGER.

WHEREAS, In his infinite wisdom God blessed the world with Ruth Singer, nee Norlan, on July 6, 1914; and

WHEREAS, Ruth Singer was the wife of Harold Singer; and

WHEREAS, Ruth Singer was the mother of William "Bill" Singer; mother-in-law to Jo Anne; and

WHEREAS, Ruth Singer was the grandmother of Emily Singer and Andrew (Carrie) Singer; and

WHEREAS, Ruth Singer passed away on December 12, 2004; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2005, do hereby pay tribute to the memory of Ruth Singer; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ruth Singer.

*CONGRATULATIONS EXTENDED TO MS. ROULA ALAKIOTOU
FAIA AND ROULA ASSOCIATES ARCHITECTS, CHTD.
ON TWENTY-FIFTH ANNIVERSARY.*

WHEREAS, Roula Alakiotou, FAIA, began her architectural studies at Athens Technological Institute in her native Greece; and

WHEREAS, Roula Alakiotou, FAIA, immigrated to Chicago in 1968; and

WHEREAS, Roula Alakiotou, FAIA, obtained a Bachelor of Architecture with honors and high distinction in Design from the University of Illinois Chicago; and

WHEREAS, Roula Alakiotou, FAIA, graduated from the University of Illinois at Urbana-Champaign with a Master of Architecture with honors; and

WHEREAS, Roula Alakiotou, FAIA, is the owner of Roula Associates Architects, Chtd., a leading Chicago one hundred percent woman-owned architectural firm; and

WHEREAS, Roula Alakiotou, FAIA, was appointed as the only architect to sit on the Zoning Board of Appeals from 1986 to 1992; she was originally appointed by the late Mayor Harold Washington; and

WHEREAS, Roula Alakiotou, FAIA, was appointed to serve on the Chicago Building Department's Committee for Standards and Tests in 1986; and

WHEREAS, Roula Alakiotou, FAIA, was the co-founder of the Architects for Social Responsibility; co-founder and president of North Lakeside Cultural Center; and

WHEREAS, Roula Alakiotou, FAIA, has served on the Board of Directors of the Hellenic Foundation, United Hellenic American Congress and Harold Washington Foundation; and

WHEREAS, Roula Alakiotou, FAIA, is a member of the International Women's Forum, the Chicago Network, The Chicago Architectural Club, and The Executives Club; and

WHEREAS, Roula Alakiotou, FAIA, served as an Adjunct Professor of Architecture at University of Illinois Chicago; and

WHEREAS, Roula Associates Architects, Chtd. celebrated their twenty-fifth anniversary on December 13, 2004; and

WHEREAS, Roula Associates Architects, Chtd. has worked on the Cook County Maximum security facility, Division Eleven, the Remote People Mover Station at O'Hare International Airport, Chicago Public School Oscar DePriest Elementary School; and

WHEREAS, Roula Alakioutou, FAIA, was the architect for the restoration of the landmarked Lexington Hotel; and

WHEREAS, Roula Alakioutou, FAIA, is a veteran in women-owned architectural firms; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2005, do hereby congratulate Roula Alakiotou, FAIA and her architectural firm on twenty-five years of success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Roula Alakiotou, FAIA.

*CONGRATULATIONS EXTENDED TO BAIRD & WARNER
ON ONE HUNDRED FIFTIETH ANNIVERSARY AND
PRESENTATION OF "BAIRD & WARNER WAY"
HONORARY STREET SIGN.*

WHEREAS, Baird & Warner was first established as L. D. Olmsted & Co. in 1855 by L. D. Olmsted; and

WHEREAS, L. D. Olmsted partnered with Lyman Baird to develop Baird & Warner; and

WHEREAS, Baird & Warner is the largest independent real estate brokerage in Illinois and one of the oldest in the country; and

WHEREAS, Baird & Warner has been family owned for five generations; and

WHEREAS, Baird & Warner's offices were destroyed by the Great Chicago Fire of 1871 but the safe which contained real estate papers was saved and utilized to help the City of Chicago rebuild after the fire; and

WHEREAS, Baird & Warner has knowledge of more than three hundred local communities in the Chicagoland area; and

WHEREAS, Baird & Warner operates from thirty-five local offices; and

WHEREAS, Baird & Warner employs one thousand six hundred professional sales associates; and

WHEREAS, Baird & Warner will be honored with an honorary street sign to be located on the southwest corner of South LaSalle and West Monroe Streets, in front of the corporate office at 120 South LaSalle Street; and

WHEREAS, Baird & Warner will celebrate its one hundred fiftieth birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2005, do hereby congratulate Baird & Warner on their one hundred fiftieth birthday celebration and the presentation of their honorary street sign, "Baird & Warner Way"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Baird & Warner.

Presented By

**ALDERMAN SCHULTER (47th Ward) And
ALDERMAN BURKE (14th Ward):**

TRIBUTE TO LATE MRS. MARY JANE M. HOELLEN.

WHEREAS, Almighty God in His infinite wisdom has called to his eternal reward Mary Jane M. Hoellen, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by 47th Ward Alderman Gene Schulner and 14th Ward Alderman Edward M. Burke; and

WHEREAS, She was the loving wife of the late John J. Hoellen Jr.; devoted mother of Elizabeth Ward and Robert Hoellen; loving grandmother of John, Jane, Anna and Emily Ward, and John Robert and Spence Marshall Hoellen; dearest sister of Catherine Lanning; special friend of Antonina Stachon; and

WHEREAS, She was a supportive and loving wife, mother, grandmother, sister and friend; and

WHEREAS, She was an inspiration to her late husband and former 47th Ward Alderman, John J. Hoellen, Jr. throughout his political career, and were both lifetime members of the Ravenswood community and through the Hoellen Family Foundation actively contributed to schools and the community; and

WHEREAS, To her family and friends, Mary Jane M. Hoellen will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2005 A.D., do hereby express our sorrow on the death of Mary Jane M. Hoellen and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mary Jane M. Hoellen.

MATTERS PRESENTED BY THE ALDERMEN.

***(Presented By Wards, In Order, Beginning
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	North Clybourn Avenue, at 3126, for one parking space -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>BALCER</i> (11 th Ward)	West 31 st Street, at 549 -- 9:00 A.M. to 7:00 P.M. -- daily;
<i>BURNETT</i> (27 th Ward)	West Grand Avenue, at 1202 -- 9:00 A.M. to 2:00 A.M. -- daily;
	North Halsted Street, at 770 -- 9:00 A.M. to 12:00 Midnight -- daily;
	West Huron Street, at 1060 (between driveways) 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Madison Street, at 1328 -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
	West Superior Street, at 800 -- 9:00 A.M. to 12:00 Midnight -- daily;

Alderman	Location, Distance And Time
MATLAK (32 nd Ward)	West Belmont Avenue, at 2049 -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
NATARUS (42 nd Ward)	West Erie Street, at 70, in front or in vicinity of 661 North Clark Street -- 10:00 A.M. to 2:00 A.M. -- daily; North State Parkway, at 1212 -- 4:00 P.M. to 2:00 A.M. -- daily.

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE LOADING ZONES
AT DESIGNATED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed ordinances to establish fifteen minute loading zones and require that vehicles have hazard lights activated while at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Fulton Street at 617, on both sides of building -- tow-away zone -- at all times -- daily; and

North Wells Street, at 716, for a distance of two parking spaces -- tow-away zone -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
IN PUBLIC ALLEY OF 2100 BLOCK OF
NORTH KEELER AVENUE.

Aldermen Reboyras (30th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction in the north/south alley of the 2100 block of North Keeler Avenue bounded by North Keeler Avenue, North Tripp

Avenue, West Palmer Street and West Dickens Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF WEST 53RD STREET.

Aldermen Coleman (16th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West 53rd Street, the 5300 block (South Loomis Boulevard, South Hoyne Avenue) from South Ashland Avenue to the first alley east of a two-way thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING
METERS AT 1130 -- 1148 WEST CHICAGO AVENUE.

Alderman Burnett (27th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of parking meters on the north side of West Chicago Avenue, from 1130 to 1148, at a rate of 25 cents per hour, to be in effect from 6:00 A.M. to 7:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
INSTALLATION OF PARKING METERS IN 800 BLOCK OF
NORTH PAULINA STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the installation of parking meters at specified locations by striking the words: "North Paulina Street (east side) in the 800 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER
AT 6326 NORTH LINCOLN AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance for the removal of Parking Meter 516005 at 6326 North Lincoln Avenue in effect at all times, daily, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>HAITHCOCK</i> (2 nd Ward)	West Warren Boulevard, at 3043, for a distance of 25 feet (Handicapped Parking Permit 30169);
<i>PRECKWINKLE</i> (4 th Ward)	South Champlain Avenue, at 4729 (Handicapped Parking Permit 44346); South Dorchester Avenue, at 5426 (Handicapped Parking Permit 43681);
<i>LYLE</i> (6 th Ward)	South Harvard Avenue, at 6930 (post signs at 6934 South Harvard Avenue) (Handicapped Parking Permit 40553); South Langley Avenue, at 8215 (Handicapped Parking Permit 40555);

Alderman	Location And Distance
	South Rhodes Avenue, at 7944 (Handi-capped Parking Permit 43618);
	East 82 nd Street, at 434 (Handicapped Parking Permit 43616);
<i>BEAVERS</i> (7 th Ward)	South Colfax Avenue, at 7948 (Handi-capped Parking Permit 43074);
	South Yates Avenue, at 9151 (Handi-capped Parking Permit 44256);
<i>STROGER</i> (8 th Ward)	South Oglesby Avenue, at 8435 (Handi-capped Parking Permit 42335);
<i>BEALE</i> (9 th Ward)	East 92 nd Street, at 643 (Handicapped Parking Permit 43336);
	East 100 th Street, at 27 (Handicapped Parking Permit 41998);
	East 102 nd Street, at 630 (Handicapped Parking Permit 43327);
	East 102 nd Street, at 632 (Handicapped Parking Permit 43326);
<i>POPE</i> (10 th Ward)	South Escanaba Avenue, at 8914 (Handi-capped Parking Permit 42393);
	South Avenue G, at 10751 (Handi-capped Parking Permit 42394);
<i>BALCER</i> (11 th Ward)	West 37 th Street, at 1853 (Handicapped Parking Permit 42585);

Alderman	Location And Distance
<i>CÁRDENAS</i> (12 th Ward)	South Washtenaw Avenue, at 4346 (Handicapped Parking Permit 37598);
<i>OLIVO</i> (13 th Ward)	South Kedvale Avenue, at 6455 (Handi- capped Parking Permit 43389);
<i>BURKE</i> (14 th Ward)	South Francisco Avenue, at 5219 (Handi- capped Parking Permit 43577); South Sacramento Avenue, at 3850 (Handicapped Parking Permit 40888); South St. Louis Avenue (east side) from West 48 th Street to a point 100 feet north thereof (public benefit); West 45 th Place, at 3818 (Handicapped Parking Permit 43584);
<i>MURPHY</i> (18 th Ward)	South Maplewood Avenue, at 7216 (Handicapped Parking Permit 40982); South Winchester Avenue, at 7616 (Handicapped Parking Permit 40983); South Winchester Avenue, at 8210 (Handicapped Parking Permit 40980); West 85 th Street, at 3832 (Handicapped Parking Permit 38332);
<i>RUGAI</i> (19 th Ward)	South Spaulding Avenue, at 11164 (Handicapped Parking Permit 39835);
<i>TROUTMAN</i> (20 th Ward)	South Woodlawn Avenue, at 6104 (Handicapped Parking Permit 31401);

Alderman	Location And Distance
<i>BROOKINS</i> (21 st Ward)	South Laflin Street, at 9318 (Handi- capped Parking Permit 37999); South Lowe Avenue, at 9221 (Handi- capped Parking Permit 44099);
<i>MUÑOZ</i> (22 nd Ward)	South Millard Avenue, at 2451 (handi- capped permit parking);
<i>ZALEWSKI</i> (23 rd Ward)	South Kilpatrick Avenue, at 4843 (Handicapped Parking Permit 42872); West 64 th Street, at 6731 (Handicapped Parking Permit 43553);
<i>SOLIS</i> (25 th Ward)	West 19 th Street, at 1911, for one parking space (Handicapped Parking Permit 43416); West 19 th Street, at 2056, for one parking space (Handicapped Parking Permit 37808); West 21 st Street, at 1913, for one parking space (Handicapped Parking Permit 41538);
<i>BURNETT</i> (27 th Ward)	North Avers Avenue, at 1131 (Handi- capped Parking Permit 42730);
<i>E. SMITH</i> (28 th Ward)	West Quincy Street, at 5041 (Handi- capped Parking Permit 43991); West Monroe Street, at 3945 (Handi- capped Parking Permit 41597);
<i>CAROTHERS</i> (29 th Ward)	West Adams Street, at 5421 (Handi- capped Parking Permit 42767);

Alderman	Location And Distance
<i>REBOYRAS</i> (30 th Ward)	North Keeler Avenue, at 1751 (Handi-capped Parking Permit 42058); North Kilbourn Avenue, at 2331 (Handi-capped Parking Permit 42057); North Menard Avenue, at 2845 (Handi-capped Parking Permit 42054);
<i>SUAREZ</i> (31 st Ward)	North Lamon Avenue, at 2222 (Handi-capped Parking Permit 44205); West Nelson Street, at 5225 (Handi-capped Parking Permit 43860); West Oakdale Avenue, at 5106 (Handi-capped Parking Permit 32123);
<i>AUSTIN</i> (34 th Ward)	South Perry Avenue, at 11844 (Handi-capped Parking Permit 43368); South Union Avenue, at 12438 (Handi-capped Parking Permit 42450); West 106 th Place, at 243 (Handicapped Parking Permit 43352);
<i>COLÓN</i> (35 th Ward)	North Spaulding Avenue, at 2804 (Handicapped Parking Permit 42237);
<i>BANKS</i> (36 th Ward)	North Neenah Avenue, at 2911 (Handi-capped Parking Permit 42671); North Overhill Avenue, 3408 (Handi-capped Parking Permit 44043);
<i>MITTS</i> (37 th Ward)	West Concord Place, at 4947 (Handi-capped Parking Permit 43012);

Alderman	Location And Distance
	North Keeler Avenue, at 1130 (Handi-capped Parking Permit 42996);
	North Lockwood Avenue, at 2057 (Handi-capped Parking Permit 32115);
	North Long Avenue, at 1514 (Handi-capped Parking Permit 43994);
	North Menard Avenue, at 2329 (Handi-capped Parking Permit 43011);
	West Rice Street, at 4947 (Handicapped Parking Permit 42990);
<i>ALLEN</i> (38 th Ward)	West Byron Street, at 5745 (Handi-capped Parking Permit 43627);
	North Kildare Avenue, at 3728 (Handi-capped Parking Permit 44345);
<i>LAURINO</i> (39 th Ward)	West Byron Street, at 3749 (Handi-capped Parking Permit 42049);
	North St. Louis Avenue, at 4845 (Handi-capped Parking Permit 42534);
<i>O'CONNOR</i> (40 th Ward)	North California Avenue, at 5335 (install sign on West Summerdale Avenue) (Handicapped Parking Permit 42301);
<i>STONE</i> (50 th Ward)	North Oakley Avenue, at 6254 (Handi-capped Parking Permit 43900);
	North Rockwell Street, at 6630 (Handi-capped Parking Permit 43518);
	North Troy Street, at 6049 (Handicapped Parking Permit 42327).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 5257 --
5259 WEST ALTGELD STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Altgeld Street, at 5257 -- 5259 (Handicapped Parking Permit 8619)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2418 WEST ARTHINGTON PLACE.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Arthington Place, at 2418 (Handicapped Parking Permit 18274)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
11332 SOUTH AVENUE L.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue L, at 11332 (Handicapped Parking Permit 32467)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3254 SOUTH BELL AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Bell Avenue, at 3254 (Handicapped Parking Permit 20571)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1434 WEST BLACKHAWK STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Blackhawk Street, at 1434 (Handicapped Parking Permit 18704)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4142 SOUTH CAMPBELL AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Campbell Avenue, at 4142 (Handicapped Parking Permit 15565)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7238 SOUTH CALUMET AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Calumet Avenue, at 7238 (Handicapped Parking Permit 14730)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1633 NORTH CLAREMONT AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Claremont Avenue, at 1633 (Handicapped Parking Permit 16853)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1746 WEST CORTLAND STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cortland Street, at 1746 (Handicapped Parking Permit 17254)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2033 WEST CORTLAND STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cortland Street, at 2033 (Handicapped Parking Permit 20211)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2638 NORTH DRAKE AVENUE.

Alderman Colón (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Drake Avenue, at 2638 (Handicapped Parking Permit 25647)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2835 SOUTH FARRELL STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Farrell Street, at 2835 (handicapped permit parking)" and removal of a sign at said location, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1908 WEST HOOD AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Hood Avenue, at 1908 (Handicapped Parking Permit 31221)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4820 NORTH HOYNE AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hoyne Avenue, at 4820 (Handicapped Parking Permit 37653)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7920 SOUTH INDIANA AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Indiana Avenue, at 7920 (Handicapped Parking Permit 18333)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7933 SOUTH INDIANA AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Indiana Avenue, at 7933 (Handicapped Parking Permit 26953)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2825 WEST JEROME STREET.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Jerome Street, at 2825 (Handicapped Parking Permit 41105)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2416 WEST LELAND AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Leland Avenue, at 2416 (Handicapped Parking Permit 2088)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1742 NORTH LUNA AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Luna Avenue, at 1742 (Handicapped Parking Permit 20438)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9037 SOUTH PRINCETON AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Princeton Avenue, at 9037 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3414 NORTH SPRINGFIELD AVENUE.

Alderman Reboyas (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Springfield Avenue, at 3414 (Handicapped Parking Permit 34119)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2121 WEST 23RD PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 23rd Place, at 2121 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
921 WEST 35TH PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 35th Place, at 921 (handicapped permit parking)" and the removal of a sign at said location, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1330 EAST 56TH STREET.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 56th Street, at 1330 (Handicapped Parking Permit 33722)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3800 WEST 56TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 56th Street, at 3800 (handicapped parking permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3447 WEST 63RD PLACE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 63rd Place, at 3447 (Handicapped Parking Permit 17430)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2921 -- 2923 WEST 64TH STREET.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 64th Street, at 2921 -- 2923 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2923 WEST 64TH STREET.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 64th Street, at 2923 (Handicapped Parking Permit 35072)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL TIMES
AT 6451 SOUTH KENWOOD AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance for removal of the parking prohibition in effect at all times at 6451 South Kenwood Avenue (Handicapped Parking Permit 12988), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF SOUTH BELL AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to repeal an ordinance previously passed by the City Council which prohibited the parking of vehicles at 9500 to 9600 South Bell Avenue, from 8:00 A.M. to 10:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF NO PARKING/SCHOOL ZONE
ON PORTION OF SOUTH CALUMET AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to establish a no parking/school zone at 6311 South Calumet Avenue, extending from 6301 to 6399,

to be in effect from 7:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ESTABLISHMENT OF RESIDENTIAL
PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders and ordinance to give consideration to the establishment of residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BEALE (9 th Ward)	East 118 th Place (both sides) in the 1800 block, from South Michigan Avenue to Indiana Avenue -- at all times -- daily;
RUGAI (19 th Ward)	West 103 rd Street, from 3700 to 3800 -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday;
TROUTMAN (20 th Ward)	South Greenwood Avenue (both sides) in the 6100 to 6200 block -- 12:00 A.M. to 11:59 P.M. -- daily; South Honore Street (both sides) in the 4600 to 4700 block -- 12:00 A.M. to 11:59 P.M. -- daily;
MATLAK (32 nd Ward)	North Hoyne Avenue, in the 1700 block, from North Milwaukee Avenue to West Bloomingdale Avenue -- at all times -- daily.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION
OF SOUTH KENNETH AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to give consideration to the extension of Residential Permit Parking Zone 345 to include the east side of the 5800 block of South Kenneth Avenue, from the alley to West 59th Street, to be in effect from 8:00 A.M. to 11:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION
ON PORTION OF WEST CORNELIA AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty-five miles per hour on portion of West Cornelia Avenue, from North Lawndale Avenue to North Pulaski Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
NO PARKING/TOW-AWAY ZONE AT ALL TIMES
AT 222 EAST CHESTNUT STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Chestnut Street, at 222 -- no parking/tow-away zone" and inserting in lieu thereof: "East Chestnut Street, at 222 -- 15 minute standing zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIFTEEN MINUTE STANDING ZONE/TOW-AWAY ZONE
ON PORTION OF WEST PIERCE AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which established fifteen minute standing zones/tow-away zones on portions of specified public ways by striking the words: "West Pierce Avenue, at 2001 -- standing zone/tow-away zone -- except with flashing light -- 15 minutes -- for four parking spaces" and inserting in lieu thereof: "West Pierce Avenue, at 2001 -- standing zone/tow-away zone -- except with flashing light -- 15 minutes -- for four parking spaces -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF STANDING ZONES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances and order to establish standing zones and require that vehicles have hazard lights activated while at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	North Milwaukee Avenue, at 1842 -- 1844, for two parking spaces -- 30 minute limit -- tow-away zone -- 7:30 A.M. to 6:00 P.M. -- Monday through Friday;
<i>HAITHCOCK</i> (2 nd Ward)	South Desplaines Street, at 305, for a distance of 25 feet -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday; South Desplaines Street, at 307, for a distance of 25 feet -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
SUAREZ (31 st Ward)	West Diversey Avenue (north side) from a point 50 feet west of North Tripp Avenue, to a point 50 feet west thereof -- tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
FLORES (1 st Ward)	West Blackhawk Street, at North Paulina Street -- "One-Way Stop"; North Honore Avenue and North Wicker Park Avenue -- "Two-Way Stop"; West Nelson Street, at North Oakley Avenue -- "One-Way Stop";
TILLMAN (3 rd Ward)	South Calumet Avenue, at East 48 th Street -- "Two-Way Stop";
PRECKWINKLE (4 th Ward)	South Langley Avenue, at East Bowen Avenue -- "Stop";
STROGER (8 th Ward)	East 91 st Place and South East End Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
	East 96 th Street and South Woodlawn Avenue -- "All-Way Stop";
<i>CÁRDENAS</i> (12 th Ward)	South Troy Street, at West 28 th Street -- "Do Not Enter"; West 30 th Street, at South Troy Street -- "Stop"; West 43 rd Street, at South Fairfield Avenue -- "Stop";
<i>MURPHY</i> (18 th Ward)	East 82 nd Street, at South Kedzie Avenue -- "Right Turn Only";
<i>ZALEWSKI</i> (23 rd Ward)	South Nashville Avenue, at West 60 th Street -- "Stop";
<i>BURNETT</i> (27 th Ward)	West Huron Street and North St. Louis Avenue -- "All-Way Stop";
<i>BANKS</i> (36 th Ward)	North Harlem Avenue and West Cornelia Avenue -- "Slow -- School Zone".

Referred -- CONSIDERATION FOR INSTALLATION OF "PARKING PROHIBITED AT ALL TIMES -- HANDICAPPED" SIGNS AT SPECIFIED LOCATIONS.

Alderman L. Thomas (17th Ward) presented four proposed orders authorizing the Commissioner of Transportation to give consideration to the installation of "Parking Prohibited At All Times -- Handicapped" signs at the locations specified, which were

Referred to the Committee on Traffic Control and Safety, as follows:

South Aberdeen Street, at 7215;

South Harvard Avenue, at 7914;

South Bishop Street, at 7606; and

South Paulina Street, at 7720.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented fourteen proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN E. SMITH (28th Ward):

To classify as a B3-2 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-K bounded by:

the alley next north of and parallel to West Madison Street; the alley next east of and parallel to North Kilpatrick Avenue; West Madison Street; and North Kilpatrick Avenue.

BY ALDERMAN CAROTHERS (29th Ward):

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-MI bounded by:

West Corcoran Place; a line 50 feet east of North Mayfield Avenue; the alley next south of West Corcoran Place; and North Mayfield Avenue.

To classify as a B3-2 Community Shopping District instead of an M2-2 Light Industry District the area shown on Map Number 2-M bounded by:

a line 992.94 feet north of and parallel to West Roosevelt Road; a line 299.10 feet west of and parallel to South Menard Avenue; a line 674 feet north of and parallel to West Roosevelt Road; South Central Avenue; West Roosevelt Road; and South Menard Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-2 Neighborhood Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 7-L bounded by:

the alley next north of and parallel to West Fullerton Avenue; North Laramie Avenue; West Fullerton Avenue; and North Lockwood Avenue.

BY ALDERMAN TUNNEY (44th Ward):

To classify as a B3-2 Community Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 7-F bounded by:

a line 250 feet north of and parallel to West Diversey Parkway; a line 352 feet west of and parallel to North Cambridge Avenue; a line 125 feet north of and parallel to West Diversey parkway; and North Broadway.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred forty proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

1/11/2005

SPECIAL MEETING

41441

Alderman

Claimant

FLORES (1st Ward)

Winnebago Station Condominium
Association (2);

1625 North Western Condominium
Association (3);

HAITHCOCK (2nd Ward)

Madison Manor 2 Condominium
Association;

Skyline Michigan Condominium
Association;

Tandem Lofts Condominium Association;

Wabash Flats Condominium Association
(4);

1111 West Madison Street Condominium
Association (4);

PRECKWINKLE For
TILLMAN (3rd Ward)

Burnham Station II Condominium (2);

Michigan Terrace Condominium
Association;

PRECKWINKLE (4th Ward)

Kenwood Manor II Condominium
Association;

5125 South Greenwood Condominium
Association (3);

HAIRSTON (5th Ward)

Everett Condominium, Inc.;

5435 -- 5437 South Hyde Park
Condominium Association;

Alderman

Claimant

BURNETT (27th Ward)

5463 -- 5465 South Hyde Park
Condominium Association;

Art House Lofts Condominium
Association;

Block Y Condominium Association;

Elizabeth Street Lofts Condominium
Association (3);

Madison Street Townhouse Association
(4);

15 South Throop Condominium
Association (2);

1113 -- 1117 West Fry Condominium
Association;

The 1330 North LaSalle Street
Condominium Association (3);

REBOYRAS (30th Ward)

Shelly Place Condominiums;

MATLAK (32nd Ward)

Bucktown Flats Condominium
Association;

Caton Court Condominium
Association;

The Delta On Lincoln Condominium;

Magnolia Townhouse Association (4);

BANKS (36th Ward)

Medill West Condominium Association;

Neva Vista Condominium Association;

1/11/2005

SPECIAL MEETING

41443

Alderman

Claimant

ALLEN (38th Ward)

Glenlake I Condominium Association (5);
Leland Manor Condominium Association;
Montrose Manor Condominium
Association;
Ridgemoor Estates II Condominium
Association;
Ridgemoor Estates V Condominium
Association;

LAURINO (39th Ward)

Rivers Edge Condominium
Association (5);

O'CONNOR (40th Ward)

Glenwood Condominium & Health Club;
Granville Syndicate;
LaFontana Condominium Association;
Newgard Pearson Condominium
Association;
Rascher Place Condominium
Association;
1633 Thome Condominium
Association;

DOHERTY (41st Ward)

Edgewood Manor III (2);
Edison Park Place;
Norwood Point Condominium
Association;

Alderman	Claimant
<i>NATARUS</i> (42 nd Ward)	Faulkner House Condominium Association; The Fordham Condominium Association; Gold Coast Galleria Condominium Association (2); Huron Pointe Condominium Association; LaSalle Manor Condominium Association; Randolph Place Residences Condominium Association (3); Two East Oak Condominium Association; 100 East Bellevue Place Condominium Association; 100 East Huron Street Condominium Association; 100 East Walton Condominium Association; 152 West Huron Condominium Association; 161 Chicago Avenue East Condominium Association; 401 East Ontario Condominium Association; 1530 North Dearborn Parkway Condominium Association;
<i>TUNNEY</i> (44 th Ward)	Aldine Association; Melrose Commons Condominium Association;

1/11/2005

SPECIAL MEETING

41445

Alderman

Claimant

Steeple's Condominium Association;

Waveland/Racine Condominium
Association;

Yellow Face Condominium Homes;

500 West Barry Condominium
Association;

501 West Briar Place Condominium
Association;

554 -- 556 Roscoe Condominium
Association;

LEVAR (45th Ward)

Higgins Manor Condominium
Association;

Jefferson Courte Condominium
Association;

The Park Condominium Association;

Wilson Court Condominium;

Winona Elston Condominium
Association;

4850 -- 4852 -- 4854 North Linder
Building;

SHILLER (46th Ward)

North Fremont Condominium
Association;

Park Harbor Condominium Association;

Willowmere Place Condominium
Association;

Alderman

Claimant

SCHULTER (47th Ward)Waveland Courts Condominium
Association;704 -- 706 Buena Condominium
Association;Argyle-Seely Condominium
Association;Claremont Condominium
Association;Hamilton Place Condominium
Association (4);Lincoln Commons Condominium
Association (3);Ravenswood Gardens Condominium
Association;1400 West Belle Plaine Condominium
Association;4715 -- 4717 North Damen
Condominium Association (3);*M. SMITH* (48th Ward)Edgewater Crossing Condominium
Association (3);Regency Balmoral Condominium
Association (3);Thorndale Park Condominium
Association;West Edgewater Condominium
Association;

1/11/2005

SPECIAL MEETING

41447

Alderman

Claimant

STONE (50th Ward)

Artesian Gardens;

Boundary Court Condominium
Association (3);

3719 West Devon Avenue Condominium
Association (2);

6500 North Ridge Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN FLORES (1st Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Betancourt Properties, Inc. -- 2041 -- 2047 West Division Street; and
1523 -- 1525 North Wicker Park, L.L.C. -- 1523 -- 1525 North Wicker Park
Avenue.

Presented By

**ALDERMAN FLORES (1st Ward) And
ALDERMAN LAURINO (39th Ward):**

Referred -- CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL
AND TECHNOLOGY DEVELOPMENT URGED TO CONDUCT
HEARING ON IMPACT OF PROPOSED CHANGES
IN COMMUNITY REINVESTMENT ACT.

A proposed resolution calling for the chairman of the Committee on Economic, Capital and Technology Development to conduct a hearing concerning the impact on the City of Chicago and its residents of proposed changes to the Community Reinvestment Act of 1977 which provides increased prime mortgage lending, investment in affordable housing and development of innovative products and services, by shifting such community development lending and services from urban areas to rural, non-metropolitan and disrupted communities, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Presented By

**ALDERMAN FLORES (1st Ward) And
ALDERMAN MOORE (49th Ward):**

Referred -- AMENDMENT OF TITLE 2, CHAPTERS 32 AND 92 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SECTIONS 2-32-457 AND 2-92-327 CONCERNING
FINANCIAL INSTITUTIONS DOING BUSINESS
WITH SHORT-TERM LENDERS.

A proposed ordinance to amend Title 2, Chapters 32 and 92 of the Municipal Code of Chicago by addition of new Section 2-32-457 which would prohibit any financial

institution or any of its affiliates from being designated as a depository for City of Chicago funds if such institution or any of its affiliates does business with short-term lenders and new Section 2-92-327 which would prohibit such financial institutions doing business with short-term lenders from being awarded a contract with the City, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- AUTHORIZATION FOR TRANSFER OF YEAR 2005
FUNDS WITHIN CITY COUNCIL COMMITTEE ON SPECIAL
EVENTS AND CULTURAL AFFAIRS.

A proposed ordinance authorizing the transfer of year 2005 funds within the Committee on Special Events and Cultural Affairs to meet necessary obligations during the year 2005, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

CB Richard Ellis Inc. -- to construct, install, maintain and use six in ground tree planters adjacent to 311 South Wacker Drive;

RTG Prairie Pointe, L.L.C. -- to construct, install, maintain and use six planters adjacent to 1600 South Prairie Avenue; and

VB 1224 Lofts L.L.C. -- to construct, install, maintain and use private underground utility trenches adjacent to 1224 West Van Buren Street.

Referred -- EXEMPTION OF MC VAN DEVELOPMENT, L.L.C.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2115 WEST GLADYS AVENUE.

Also, a proposed ordinance to exempt McVan Development, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2115 West Gladys Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 947 WEST VAN BUREN STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Icon Identify Solutions to install a sign/signboard at 947 West Van Buren Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 47 WEST POLK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Dearborn Station to construct, maintain and use one canopy to be attached or attached to the building or structure at 47 West Polk Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented For

ALDERMAN TILLMAN (3rd Ward):

Referred -- EXEMPTION OF MR. EDDIE MC BREARTY/MC BREARTY
CONSTRUCTION FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4218 -- 4224 SOUTH DR. MARTIN
LUTHER KING, JR. DRIVE.

A proposed ordinance, presented by Alderman Preckwinkle, to exempt Mr. Eddie McBrearty/McBrearty Construction from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4218 -- 4224 South Dr. Martin Luther King, Jr. Drive, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed below from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Clarke Construction, L.L.C. -- 4043 South Drexel Boulevard;

Clarke Construction, L.L.C. -- 641 East Pershing Road;

Madden Wells Phase 1B Associates Limited Partnership -- various locations; and

809 East 40th, Inc. -- 809 East 40th Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4940 SOUTH EAST END AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Barclay Condominium Home Owners Association to construct, maintain and use one canopy to be attached or attached to the building or structure at 4940 South East End Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- GRANTS OF PRIVILEGE TO THE UNIVERSITY OF
CHICAGO HOSPITAL FOR VARIOUS PURPOSES.

Four proposed ordinances to grant permission and authority to The University of Chicago Hospital to construct, install, maintain and use various privileges on the public way at the locations specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

one earth retention system adjacent to 5730 South Drexel Avenue;

one structural metal canopy adjacent to 5730 South Drexel Avenue;

six planters adjacent to 5700 -- 5730 South Drexel Avenue; and

one water irrigation system adjacent to 5700 -- 5730 South Drexel Avenue.

Referred -- EXEMPTION OF MR. BENJAMIN VAN HORNE/
6640 SOUTH MARYLAND, L.L.C. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 6640 -- 6648
SOUTH MARYLAND AVENUE.

Also, a proposed ordinance to exempt Mr. Benjamin Van Horne/6640 South Maryland, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6640 -- 6648 South Maryland Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 7208 SOUTH INGLESIDE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to SSDT, L.L.C. to construct, maintain and use one canopy to be attached or attached to the building or structure at 7208 South Ingleside Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- EXEMPTION OF 7439 COTTAGE GROVE BLDG.-L.L.C.
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
7439 -- 7441 SOUTH COTTAGE
GROVE AVENUE.

A proposed ordinance to exempt 7439 Cottage Grove Bldg.-L.L.C. from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 7439 -- 7441 South Cottage Grove Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 500 EAST 75TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Chesterfield Awning Company to install a sign/signboard at 500 East 75th Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 7350 SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Charles S. Jackson Company Inc. Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 7350 South Cottage Grove Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- EXEMPTION OF CHURCH OF LOVE, PRAYER AND
FAITH FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
48 WEST 103RD STREET.

A proposed ordinance to exempt Church of Love, Prayer and Faith from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 48 West 103rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- GRANT OF PRIVILEGE TO SCRAP PROCESSING TO
MAINTAIN AND USE SWITCH TRACKS
ON AND ACROSS SOUTH KREITER
AVENUE AND EAST
93RD COURT.

A proposed ordinance to grant permission and authority to Scrap Processing to maintain and use two switch tracks on and across South Kreiter Avenue and East 93rd Court, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN BALCER (11th Ward) And
ALDERMAN E. SMITH (28th Ward):**

Referred -- UNITED STATES CONGRESS URGED TO PROVIDE
FUNDING FOR IMMEDIATE HIRING OF "RATING
SPECIALISTS" TO IMPROVE SERVICES FOR
VETERANS IN ILLINOIS.

A proposed resolution urging the United States Congress to make available emergency funding for the immediate hiring of "Rating Specialists" in Chicago and throughout the State of Illinois to expedite the processing of claims for medical services and disability payments for veterans and to gather input from other qualified

sources to assist in improving services for veterans, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Ten proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Fernando Anguiano -- 4207 South California Avenue;

Trinidad Arellano -- 4339 South Talman Avenue;

Mr. Juan D. Barraza -- 3513 West 38th Place;

Mr. Samuel M. Cabello, Jr. -- 3334 West 38th Place;

Central Towing and Road Service, Inc. -- 2732 West Pershing Road;

Mr. Francisco Gonzalez -- 3755 South Albany Avenue;

Mr. Francisco Macareno -- 2240 South Sacramento Avenue;

Mr. Martin Macias -- 3936 South Campbell Avenue;

Mr. Jose Ramirez -- 3119 West 38th Place; and

Mr. Jaime Rodriguez -- 4727 South Hoyne Avenue.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT PERMITS AND LICENSES, FREE OF CHARGE, IN CONJUNCTION WITH SAINT BEDE THE VENERABLE ANNUAL FESTIVAL.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, to Saint Bede the Venerable in conjunction with their annual festival to be held at 8200 South Kostner Avenue, for the period extending July 7 through July 10, 2005, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT RAFFLE LICENSE FEES FOR SAINT BEDE THE VENERABLE CATHOLIC CHURCH ANNUAL RAFFLE.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Raffle License fees in the amount of \$100 for Saint Bede the Venerable Catholic Church annual raffle for the period extending July 7 through July 10, 2005, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Rafael Armas -- 6330 South Kolin Avenue; and

Mr. Jose C. Lopez -- 6546 South Kenneth Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

*Referred -- CORPORATION COUNSEL URGED TO INITIATE
INVESTIGATION CONCERNING ALLEGATIONS OF
INFLATED ADVERTISING RATES BY
CHICAGO SUN-TIMES.*

A proposed order directing the Corporation Counsel to investigate allegations that the *Chicago Sun-Times* has charged advertisers inflated rates based upon inaccurate subscription numbers for the publication of public notices, advertisements and subscriptions and to report its findings to the City Council Committee on Finance; forward such findings to the Cook County States Attorney's Office for appropriate action; enter into negotiations to recover any monies owed to the City of Chicago as a result of such inflated charges or initiate a course of action in a court of competent jurisdiction naming Hollinger International, Inc. and the *Chicago Sun-Times* for the alleged charges; and further, direct various city departments and agencies to cease any and all placement of public notices or advertisements in the *Chicago Sun-Times* until the Corporation Counsel has reported its findings to the Committee on Finance, which was *Referred to the Committee on Finance*.

*Referred -- CITY COUNCIL COMMITTEE ON FINANCE URGED
TO HOLD PUBLIC HEARINGS ON CITY INVESTMENTS
IN FANNIE MAE SECURITIES.*

Also, a proposed resolution urging the Committee on Finance to hold public hearings on the City's investments in Fannie Mae Securities and invite the City Treasurer, the City Comptroller, the Chief Financial Officer and the Corporation Counsel to testify as to what extent the City of Chicago and its various pension plans are invested in such securities and their involvement in said investments and further, to investigate the potential causes of action and likelihood of success of any possible taxpayer law suit, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN MURPHY (18th Ward):**

Referred -- AMENDMENT OF TITLE 4, CHAPTER 156 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 471 REQUIRING OWNERS OR OPERATORS OF PROFESSIONAL SPORTING FACILITIES TO SUBMIT AFFIDAVITS STATING TEAMS OR ATHLETES WHO FAIL TO COMPLY WITH ANTI-STEROID AND ANTI-DRUG TESTING POLICIES WOULD BE DISALLOWED TO PERFORM IN SUCH FACILITIES.

A proposed ordinance to amend Title 4, Chapter 156 of the Municipal Code of Chicago by the addition of new Section 471 which would require all owners or operators of baseball parks, athletic fields, indoor or outdoor stadia or other sports venues designed for professional sporting events to submit to the Director of Revenue on April 1, 2005 and each April 1 thereafter a sworn affidavit stating that no athletic team or member thereof shall be permitted to perform in such facilities unless said team or athlete has complied with anti-steroid and anti-drug testing policy that meets or exceeds the anti-steroid and anti-drug standards as set forth by the most recently released policies of the National Football League Players' Association and further, which would provide for the revocation of the owner's or operator's consumption on premises -- incidental activity license, public place of amusement license and the certificate of occupancy for failure to provide such sworn affidavit, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN CAROTHERS (29th Ward):**

Referred -- CITY COUNCIL COMMITTEE ON POLICE AND FIRE URGED TO CONDUCT HEARINGS ON PROVISION OF MEMBERS OF CHICAGO POLICE DEPARTMENT WITH CURRENT SAFETY AND LAW ENFORCEMENT EQUIPMENT.

A proposed resolution urging the Committee on Police and Fire to hold hearings into equipping the members of the Chicago Police Department with innovative safety and law enforcement tools such as the Cobra Stunlight, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN T. THOMAS (15th Ward):

Referred -- EXEMPTION OF TENORIO TIRE SHOP FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
2548 WEST 63RD STREET.

A proposed ordinance to exempt Tenorio Tire Shop from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2548 West 63rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Robert Cooper -- 6517 South Oakley Avenue;

Mr. Darrel K. Evans -- 6334 South Albany Avenue;

Mr. Silverio Hernandez -- 6335 South Richmond Street;

Mr. Armando Martinez -- 6225 South Richmond Street;

Mr. Filiberto Ruiz -- 6445 South Sacramento Avenue; and

Mr. Jose Ramon Tecanhuehue -- 6528 South Rockwell Street.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
5901 SOUTH MORGAN STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to National Signs, Inc. to install a sign/signboard at 5901 South Morgan Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 40, SECTION 130 OF
MUNICIPAL CODE OF CHICAGO BY RESTRICTING SALE OF
CANDIES OR CONFECTIONERIES RESEMBLING DRUG
PARAPHERNALIA OR ALCOHOLIC BEVERAGES.

A proposed ordinance to amend Title 7, Chapter 40, Section 130 of the Municipal Code of Chicago which would restrict the manufacture and sale of any candy or confectionery which has the appearance or description of drug paraphernalia or alcoholic beverages, which was *Referred to the Committee on Health*.

Referred -- EXEMPTION OF CATHOLIC CHARITIES HOUSING
DEVELOPMENT CORP. FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 7750
SOUTH EMERALD
AVENUE.

Also, a proposed ordinance to exempt Catholic Charities Housing Development

Corp. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7750 South Emerald Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- EXEMPTION OF HYUN'S HAPKIDO SCHOOL FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3722 WEST 79TH STREET.

A proposed ordinance to exempt Hyun's Hapkido School from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3722 West 79th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT
85 WEST 87TH STREET.

Three proposed orders directing the Commissioner of Buildings to issue permits to The Creative Edge Inc. to install signs/signboards at 85 West 87th Street, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 110 square feet;

one sign/signboard measuring 135 square feet; and
one sign/signboard measuring 139 square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 8822 SOUTH ASHLAND AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Lolly-Pop Nursery School & Kindergarten to construct, maintain and use one canopy to be attached or attached to the building or structure at 8822 South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Nine proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Elio Aguilar -- 2658 South Spaulding Avenue;

Mr. Jose G. Chavez -- 2448 South Millard Avenue;

Mr. Nelson Gonzalez -- 2421 South Homan Avenue;

Mr. Antonio Guzman Lopez -- 3034 South Springfield Avenue;

Mr. Jose Olea -- 2642 South Springfield Avenue;

Mr. Ismael Segoviano -- 2514 South Homan Street;

Ms. Carolina Vazquez -- 2425 South Trumbull Avenue (Plate Number 32869E);

Ms. Carolina Vazquez -- 2425 South Trumbull Avenue (Plate Number 92138E);
and

Mr. Jose Villeda -- 2759 South Christiana Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3215 WEST 26TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to La Guadalupana to construct, maintain and use one canopy to be attached or attached to the building or structure at 3215 West 26th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 25.11 WHICH RESTRICTED ISSUANCE OF
ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF WEST 16TH STREET, SOUTH
STEWART AVENUE AND WEST
17TH STREET.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal

Code of Chicago by deleting subsection 25.11 which restricted the issuance of additional package goods licenses on the south side of West 16th Street, from the south branch of the Chicago River to South Canal Street; on South Stewart Avenue, from West 16th Street to West 18th Street; and on West 17th Street, from South Stewart Avenue to South Canal Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO MR. JUAN SALGADO
TO MAINTAIN AND USE FIRE ESCAPE ADJACENT
TO 2348 SOUTH BLUE ISLAND AVENUE.

Also, a proposed ordinance to grant permission and authority to Juan Salgado to maintain and use one fire escape adjacent to 2348 South Blue Island Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Reliable Plating Corporation -- to maintain and use a 10-inch water processing pipe encased in a 12-inch R.C.P. sleeve adjacent to 1534 West Lake Street;

Spectrum Real Estate -- to maintain and use three building projections adjacent to 820 North Orleans Street; and

Spectrum Real Estate -- to maintain and use one fence adjacent to 820 North Orleans Street.

*Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 800 WEST HURON STREET.*

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Clear Channel Outdoor to install a sign/signboard at 800 West Huron Street, which was *Referred to the Committee on Buildings*.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.*

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Charles & Ruby Miller -- for one canopy at 939 North Pulaski Road;

Daily Meat Supply Company -- for one canopy at 948 West Fulton Market; and

Twisted Spoke -- for one canopy at 501 North Ogden Avenue.

Presented By

ALDERMAN E. SMITH (28th Ward):

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.*

Three proposed ordinances providing inclusive exemption from all city fees to the applicants listed below, under their not-for-profit status, for the erection and

maintenance of buildings, fuel storage facilities and renovation of existing buildings, which were *Referred to the Committee on Finance*, as follows:

Mount Sinai Hospital, South California Avenue at West 15th Street and 2750 West 15th Street -- for a one year period not to exceed February 15, 2006;

Schwab Rehabilitation Hospital, various locations -- for a one year period not to exceed February 15, 2006; and

Vital Bridges NFP Inc., 4121 -- 4123 West Lake Street -- for a one year period beginning November 15, 2004 and ending November 15, 2005.

Presented By

**ALDERMAN E. SMITH (28th Ward),
ALDERMAN FLORES (1st Ward) And
ALDERMAN MOORE (49th Ward):**

Referred -- AMENDMENT OF TITLE 4, CHAPTER 84 OF MUNICIPAL
CODE OF CHICAGO BY CREATION OF NEW SECTIONS 015
AND 151 CONCERNING HOSPITAL COST REPORTS
AND BILLING PRACTICES.

A proposed ordinance to amend Title 4, Chapter 84 of the Municipal Code of Chicago by creation of new Section 015 which would define the term "Chargemaster" as a uniform schedule of charges represented by a hospital as its gross billed charge for a given service and new Section 151 which would require a hospital to make a written copy of its Chargemaster available at the hospital location and at each satellite office or if such hospital has an Internet website to post an electronic copy of the Chargemaster on the hospital's Internet website and file with the Office of the City Clerk by July 1, 2005 and each July 1 thereafter, a sworn affidavit certifying its compliance with such requirement, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
5937 WEST CHICAGO AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Thatcher Oaks Awnings to install a sign/signboard at 5937 West Chicago Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF CHICAGO DESSERT, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3945 WEST ARMITAGE AVENUE.

A proposed ordinance to exempt Chicago Dessert, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3945 West Armitage Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR RENEWAL OF CLASS 6(b) REAL
ESTATE TAX INCENTIVE BENEFITS FOR PROPERTY
AT 2140 -- 2146 NORTH PULASKI ROAD.

Also, a proposed resolution authorizing the renewal of Class 6(b) real estate tax incentives for the property located at 2140 -- 2146 North Pulaski Road, under the

Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4058 WEST MELROSE STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Kindred Chicago Central Hospital to construct, maintain and use one canopy to be attached or attached to the building or structure at 4058 West Melrose Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bedlam, L.L.C. -- 2001 -- 2005 West Belmont Avenue; and

PSS Enterprises -- 2130 West Belmont Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT
2484 NORTH ELSTON AVENUE.

Also, six proposed orders directing the Commissioner of Buildings to issue permits to Keiffer & Company, Inc. to install signs/signboards at 2484 North Elston Avenue, which were *Referred to the Committee on Buildings*, as follows:

- one sign/signboard measuring 146 feet, 4 inches (left side);
- one sign/signboard measuring 146 feet, 4 inches (right side);
- one sign/signboard measuring 212 feet, 8 inches;
- one sign/signboard measuring 276 feet, 8 inches (left side);
- one sign/signboard measuring 276 feet, 8 inches (right side); and
- one sign/signboard measuring 319 feet, 2 inches.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY
AT 2021 WEST THOMAS STREET.

Also, a proposed order authorizing the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue to issue all necessary permits, free of charge, to the landmark property at 2021 West Thomas Street for construction of a new enclosed rear porch with deck, which was *Referred to the Committee on Historical Landmark Preservation*.

Presented By

ALDERMAN COLÓN (35th Ward):

*Referred -- GRANT OF PRIVILEGE TO WILMOT CONSTRUCTION, INC.
TO CONSTRUCT, INSTALL, MAINTAIN AND USE BALCONIES
ADJACENT TO 2064 -- 2066 NORTH CALIFORNIA AVENUE.*

A proposed ordinance to grant permission and authority to Wilmot Construction, Inc. to construct, install, maintain and use nine balconies adjacent to 2064 -- 2066 North California Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 2951 NORTH GRESHAM AVENUE.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Joel Figueroa to park his pickup truck and/or van at 2951 North Gresham Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BANKS (36th Ward):

*Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 38.25 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF WEST IRVING PARK ROAD.*

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 38.25 which restricted the issuance of

additional package goods licenses on the south side of West Irving Park Road, from North Oketo Avenue to North Oriole Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6259 WEST BELMONT AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hakish Thakkak to construct, maintain and use two canopies to be attached or attached to the building or structure at 6259 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

ICON Identify Solutions -- 6420 West Fullerton Avenue;

Thatcher Oaks Awnings -- 3310 North Harlem Avenue; and

Thatcher Oaks Awnings -- 3314 North Harlem Avenue.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES
AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS IN
SAINT BARTHOLOMEW'S CHURCH FESTIVAL.

A proposed order authorizing the Director of Revenue to issue Vendor, Itinerant

Merchant, Raffle Licenses, Street Closure, Special Event, Electrical, Tent Erection, Zoning and Fire Prevention Permits, free of charge, to participants in Saint Bartholomew's Church Festival to be held on portion of North Lavergne Avenue, from West Addison Street to the first alley north and the east/west alley of the 4900 block, between West Addison Street and West Patterson Avenue, for the period extending June 13 through June 16, 2005, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented For

ALDERMAN ALLEN (38th Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Two proposed ordinances, presented by Alderman Laurino, to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Todd A. Lucas -- to construct, install, maintain and use one structural metal canopy adjacent to 4455 West Montrose Avenue; and

Lynch Auto Group -- to maintain and use a building facade projection adjacent to 5201 West Irving Park Road.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6014 WEST IRVING PARK ROAD.*

Also, a proposed order, presented by Alderman Laurino, authorizing the Director of Revenue to issue a permit to Szmanski Bros., Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 6014 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF QUEEN OF ALL SAINTS PARISH FROM
ALL CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Queen of All Saints parish with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s), fuel storage facilities and related parking areas at 6280 North Sauganash Avenue, 6227 North Keene Avenue, 6230 North Lemont Avenue and 6275 North Ionia Avenue for a one year period not to exceed December 31, 2005, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN LAURINO (39th Ward) And
ALDERMAN POPE (10th Ward):**

Referred -- REPRESENTATIVES FROM DEPARTMENT OF STREETS AND
SANITATION INVITED TO TESTIFY BEFORE COMMITTEE
ON ENERGY, ENVIRONMENTAL PROTECTION AND
PUBLIC UTILITIES ON STATUS OF
NEIGHBORHOOD RECYCLING
GRANTS PROGRAM.

A proposed resolution inviting appropriate representatives of the Department of Streets and Sanitation to provide an update to the Committee on Energy, Environmental Protection and Public Utilities on the status of the Neighborhood Recycling Grants Program, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 12, SECTIONS 150
AND 170 OF MUNICIPAL CODE OF CHICAGO BY
RESTRICTION OF LICENSED DOGS
PER HOUSEHOLD.

A proposed ordinance to amend Title 7, Chapter 12, Sections 150 and 170 of the Municipal Code of Chicago which would restrict the issuance of dog licenses and limit the allowable number of dogs to three per household, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF MR. MARK MALETYCZ/MARK'S
TUCKPOINTING, INC. FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 6400 WEST
RAVEN STREET.

Also, a proposed ordinance to exempt Mark Maletycz/Mark's Tuckpointing, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6400 West Raven Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTIONS OF VARIOUS PUBLIC WAYS
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ebinger Elementary School/Ms. Marilyn LeBoy, Principal, to close to traffic the 7300 block of West Pratt Avenue, from North Odell Avenue to North Oketo

Avenue; the 7300 block of West Farwell Avenue, from North Octavia Avenue to the alley west; and the alley adjacent to the west side of the school, from West Pratt Avenue to West Farwell Avenue, on all school days, for the January, 2005 through January, 2006 school year, during the hours of 8:30 A.M. to 9:00 A.M and 2:30 P.M. to 2:55 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN NATARUS (42nd Ward):

*Referred -- CORRECTIONS OF JOURNAL OF THE PROCEEDINGS
OF THE CITY COUNCIL OF THE CITY OF CHICAGO.*

Four proposed ordinances to correct the *Journal of the Proceedings of the City Council of the City of Chicago* for ordinances/orders printed on the dates and page numbers specified, which were *Referred to the Committee on Committees, Rules and Ethics*, as follows:

September 1, 2004.

Page 30244:

by striking the street name: "West 25th Street" appearing on the twenty-fifth printed line from the top of the page and inserting in lieu thereof the street name: "West 25th Place";

September 29, 2004.

Page 32205:

by striking the street address number: "4355" appearing on the second printed line from the top of the page and inserting in lieu thereof the street address number: "4344";

November 3, 2004.

Page 35149:

by striking the permit number: "43277" appearing on the third printed line

from the top of the page and inserting in lieu thereof the permit number "43377"; and

Page 35154:

by striking the permit number: "43181" appearing on the thirteenth printed line from the top of the page and inserting in lieu thereof the permit number: "43187".

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Huron Wells Condominium Association -- to construct, install, maintain and use one wrought iron fence adjacent to 156 -- 164 West Huron Street;

Northwestern Memorial Hospital -- to maintain and use two pedestrian bridges adjacent to 221 East Huron Street;

Northwestern Memorial Hospital -- to maintain and use a concrete slurry wall with tiebacks adjacent to 221 East Huron Street;

Ontario City Centre, L.L.C. -- to maintain and use two cornices attached to the premises at 56 East Ontario Street;

Ontario City Centre, L.L.C. -- to maintain and use two storefront window projections adjacent to 56 East Ontario Street;

Palmolive Tower Condominium, L.L.C. -- to maintain and use two existing vaults adjacent to 919 North Michigan Avenue; and

400 West Ontario, in care of Building Group -- to maintain and use two sewer lines adjacent to 400 West Ontario Street.

Referred -- AMENDMENT OF ORDINANCES WHICH AUTHORIZED
GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to amend ordinances passed by the City Council and printed in the *Journal of the Proceedings of the City Council of the City of Chicago* on the dates and page numbers indicated, which authorized grants of privilege on the public way to the applicants listed and for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

May 7, 2003.

Pages 914 -- 917:

Chicago Oxford Associates, L.P., for the maintenance and use of various public way encroachments adjacent to 225 North Wabash Avenue -- by changing the applicant's name to Hotel Monaco;

July 21, 2004.

Page 28731:

MG Fulton Partners, for the maintenance and use of balconies adjacent to 617 West Fulton Street -- by modifying the dimensions and the amount of compensation; and

December 15, 2004.

Page 40240:

Delaware II, L.L.C., for the maintenance and use of an existing (subsidewalk space) vault adjacent to 25 East Delaware Place -- by adding a staircase to the existing privilege.

Referred -- AUTHORIZATION FOR STANDARDIZATION
OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of the Department of

Transportation to take the necessary action for standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

the southeast corner of North Dearborn Street and West Randolph Street -- to be known as "Rotary Club of Chicago Way"; and

the southwest corner of South LaSalle Street and West Monroe Street -- to be known as "Baird & Warner Way".

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

American Sign & Light Company -- 909 North Michigan Avenue (north elevation);

American Sign & Light Company -- 909 North Michigan Avenue (south elevation);

Outdoor Production Network -- 325 West Huron Street; and

Thatcher Oaks Awnings -- 325 North LaSalle Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, nine proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ann Taylor Number 25 -- for one canopy at 700 North Michigan Avenue;
Carmine's Clam House Inc. -- for four canopies at 1043 North Rush Street;
Edwardo's Pizza -- for one canopy at 1212 North Dearborn Street;
Garrett Popcorn Shop -- for one canopy at 670 North Michigan Avenue;
Hotel 71 -- for one canopy at 71 East Wacker Drive;
Italian Village Restaurant Inc. -- for one canopy at 71 West Monroe Street;
Oscar's Restaurant & Bar Inc. -- for one canopy at 203 North LaSalle Street;
The Lock Up Storage -- for one canopy at 350 West Kinzie Street; and
100 East Walton Condominium Association -- for one canopy at 100 East Walton Street.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO BELGRAVIA TERRACE
CONDOMINIUM ASSOCIATION TO MAINTAIN AND USE
BAY WINDOWS ADJACENT TO 402 -- 412 WEST
WISCONSIN STREET, 1900 -- 1910 NORTH
SEDGWICK STREET, 414 WEST
WISCONSIN STREET AND
1901 -- 1917 NORTH
HUDSON AVENUE.

A proposed ordinance to grant permission and authority to Belgravia Terrace Condominium Association to maintain and use eight bay windows adjacent to 402 -- 412 West Wisconsin Street, 1900 -- 1910 North Sedgwick Street, 414 West Wisconsin Street and 1901 -- 1917 North Hudson Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Desmond Builders -- 2507 North Halsted Street; and

550 West Grant, L.L.C. -- 550 -- 556 West Grant Place and 2233 North Geneva Terrace.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY
AT 503 WEST WRIGHTWOOD AVENUE.

Also, a proposed order authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark property at 503 West Wrightwood Avenue for renovation of an existing single-family house and construction of an underground parking garage, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1940 NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. George R. Kelble to park his pickup truck and/or van at 1940 North Lincoln Avenue, in accordance with the provisions of Title 9, Chapter 64,

Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, six proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Dominick's Finer Foods, Inc. Number 1695 -- for twenty-one canopies at 959 West Fullerton Avenue;

IRMCO Properties & Management Corporation -- for one canopy at 2300 North Lincoln Park West;

Marshall Hotel -- for one canopy at 1232 North LaSalle Drive;

Omni Ambassador East Hotel -- for one canopy at 1301 North State Parkway;

We'll Clean III -- for five canopies at 1520 North Halsted Street; and

2450 North Lakeview Building -- for one canopy at 2450 North Lakeview Avenue.

Presented By

**ALDERMAN DALEY (43rd Ward) And
ALDERMAN MATLAK (32nd Ward):**

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 077
OF MUNICIPAL CODE OF CHICAGO TO DISCONTINUE
ISSUANCE OR RENEWAL OF MANUFACTURING
SPECIAL EVENT VENUE LICENSES
AFTER JANUARY 1, 2006.

A proposed ordinance to amend Title 4, Chapter 60, Section 077 of the Municipal

Code of Chicago which would discontinue the issuance or renewal of manufacturing special event venue licenses after January 1, 2006, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 68 AND 80
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF INDUSTRIAL AND
RESIDENTIAL PARKING.

A proposed ordinance to amend Title 9, Chapters 68 and 80 of the Municipal Code of Chicago by increasing the fine from \$100.00 to \$500.00 for the sale or transfer to any person of any industrial or residential parking permit, prohibiting the removal of said parking permit decals, signs, stickers or transfer to another person, company, association or organization for monetary or non-monetary value in violation of pertinent rules and regulations governing the same and increasing to not more than \$1,000.00 the fines for violations thereof and further, by directing the city department responsible for printing such parking permits to place a warning indicating such restrictions, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE
OF PERMIT TO INSTALL SIGNS AT
3134 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to CON Identity Solutions to install three signs at 3134 North Clark Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3150 NORTH SHEFFIELD AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Vic Residential L.L.C. to construct, maintain and use one canopy to be attached or attached to the building or structure at 3150 North Sheffield Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TUNNEY (44th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 9, CHAPTER 68, SECTION 020
OF MUNICIPAL CODE OF CHICAGO TO FURTHER RESTRICT
PARKING WITHIN RESIDENTIAL PARKING ZONES.

A proposed ordinance, presented by Aldermen Tunney, Matlak, Shiller and Schulter, to amend Title 9, Chapter 68, Section 020 of the Municipal Code of Chicago which would render individual "one day" parking permits invalid for Residential Permit Parking Zone 383 during the hours of 5:00 P.M. to 10:00 P.M. when a major league baseball game is scheduled to occur at Wrigley Field during such time period, which was *Referred to the Committee on Traffic Control and Safety.*

Presented For

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5352 WEST DEVON AVENUE.

A proposed order, presented by Alderman Shiller authorizing the Director of Revenue to issue a permit to Simply Stylish Interiors to construct, maintain and use

one canopy to be attached or attached to the building or structure at 5352 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Chris Byrne -- 4627 North Beacon Street; and

O'Flaherty Builders -- 4616 -- 4620 North Kenmore Avenue.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities for a one year period beginning August 15, 2004 and ending August 15, 2005, which were *Referred to the Committee on Finance*, as follows:

American Indian Center, 1630 West Wilson Avenue; and
Passager Charter School, 1447 West Montrose Avenue.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 47.41 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES
ON PORTION OF NORTH LINCOLN AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.41 which restricted the issuance of additional alcoholic liquor licenses on portion of North Lincoln Avenue, from West Berteau Avenue to West Montrose Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO CLAREMONT LOFTS
HOMEOWNERS ASSOCIATION TO MAINTAIN AND
USE BALCONIES ADJACENT TO 3943 NORTH
WESTERN AVENUE.

Also, a proposed ordinance to grant permission and authority to Claremont Lofts Homeowners Association to maintain and use twelve balconies projecting over the public way adjacent to 3943 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF SOMBOON SUNNYSIDE AUTO REPAIR
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR
4501 NORTH CLARK STREET.

Also, a proposed ordinance to exempt Somboon Sunnyside Auto Repair from the

physical barrier requirement pertaining to alley accessibility for the parking facilities for 4501 North Clark Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, twenty-two proposed orders authorizing the Director of Revenue to waive the license and permit fees specified for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on License and Consumer Protection*, as follows:

All Saints' Episcopal Church Ravenswood Run -- to be held on April 24, 2005 (Street Closure Permit fees);

Cornelia Arts Building 18th Annual Holiday Show and Sale -- to be held on December 2 through December 4, 2005 (Itinerant Merchant License fees);

German American Societies of Greater Chicago German American Festival -- to be held on portions of West Leland Avenue, from North Lincoln Avenue to North Western Avenue; North Lincoln Avenue, from West Leland Avenue to West Wilson Avenue; and two adjacent city parking lots (Food Vendor, Itinerant Merchant License, Tent and Street Closure Permit fees);

Lane Tech Alumni Association Carnival -- to be held July 14 through July 17, 2005 (Food Vendor, Itinerant Merchant License, Tent and Mechanical Ride Permit fees);

Lincoln Square Chamber of Commerce Apple Fest -- to be held in Giddings Plaza at North Lincoln Avenue and West Giddings Street on September 17, 2005 (Food Vender, Itinerant Merchant License and Street Closure Permit fees);

Lincoln Square Chamber of Commerce Car Show -- to be held at McDonald's and Corus Bank parking lot and 2400 West Gunnison Street on August 14, 2005 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Lincoln Square Chamber of Commerce Annual Sidewalk Sale and Arts and Crafts Faire -- to be held on portions of North Lincoln Avenue and North Western Avenue, from West Lawrence Avenue and West Sunnyside Avenue, on July 14 through July 17, 2005 (Itinerant Merchant License and Sidewalk Sale Permit fees);

Neighborhood Boys Club Annual Carnival -- to be held July 6 through July 10, 2005 (Food Vendor, Itinerant Merchant, Raffle License, Canopy and Mechanical Ride Permit fees);

Neighborhood Boys Club Disco Dance Night -- to be held on April 1, 2005 (Food Vendor and Itinerant Merchant License fees);

Nichiren Buddhist Temple Food Fest -- to be held on September 11, 2005 (Food Vender License fees);

Northcenter Chamber of Commerce Children's Easter Egg Hunt -- to be held on portion of West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue, on March 26, 2005 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber of Commerce Children's Halloween Event -- to be held on portion of West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue, on October 29, 2005 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber of Commerce Northcenter Octoberfest -- to be held on September 23, 24 and 25, 2005 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber Rib Fest -- to be held on portion of North Lincoln Avenue, from West Irving Park Road to West Berteau Avenue, on June 10, 11 and 12, 2005 (Food Vendor, Itinerant Merchant License, Tent and Street Closure Permit fees);

Old Town School of Folk Music Chicago Folk & Roots Festival -- to be held on the 4400 and 4500 blocks of North Lincoln Avenue and on portion of West Sunnyside Avenue, from the first alley east of North Lincoln Avenue to North Oakley Avenue, on July 8, 9 and 10, 2005 (Food Vendor, Itinerant Merchant License, Electrical and Street Closure Permit fees);

Our Lady of Lourders Summerfest -- to be held on July 23, 2005 (Food Vendor, Itinerant Merchant and Raffle License fees);

Rheinsicher Verein, Saint Hubertus Club May Fest Chicago 2004 -- to be held on portions of West Leland Avenue, from North Lincoln Avenue to North Western Avenue; North Lincoln Avenue, from West Leland Avenue to West Wilson Avenue; and on the two adjacent city parking lots, on June 2, 3, 4 and 5, 2005 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Saint Benedict Church Ben Fest -- to be held on July 15, 16 and 17, 2005 (Food Vendor, Itinerant Merchant License and Tent Permit fees);

Saint Benedict Church Fun Fest -- to be held on September 4, 2005 (Food Vendor, Itinerant Merchant License and Tent Permit fees);

Saint Benedict Church Oktoberfest Celebration -- to be held on October 2, 2005 (Food Vendor, Itinerant Merchant License and Tent Permit fees);

Saint Matthias Church Family Ethnic Fest -- to be held on portion of North Claremont Avenue, from West Ainslie Street to the church parking lots, on May 14, 2005 (Food Vendor, Itinerant Merchant, Raffle License, Street Closure and Tent Permit fees); and

Saint Matthias Church Friends of the Grape -- to be held on portion of North Claremont Avenue, from West Ainslie Street to the church parking lots, on October 2, 2005 (Food Vendor, Itinerant Merchant, Raffle License, Street Closure and Tent Permit fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cardinal Wine & Spirits -- for one canopy at 4905 North Lincoln Avenue; and

Heros -- for two canopies at 3600 North Western Avenue.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLES 2 AND 15 OF MUNICIPAL
CODE OF CHICAGO BY PROHIBITING STORAGE OF
HAZARDOUS MATERIALS IN SELF-STORAGE OR
RESIDENTIAL STORAGE FACILITIES.

A proposed ordinance to amend Titles 2 and 15 of Municipal Code of Chicago by the addition of new Section 15-28-755 which would prohibit the storing of any regulated material such as corrosive liquids, flammable compressed gases, hazardous chemicals, highly toxic materials, potentially explosive chemicals, radioactive materials and flammable liquids, firearms or ammunitions in any self-storage or residential storage facility and require the owner, manager or person in control of such self-storage or residential storage facility to post a sign at a conspicuous area stating such prohibition and the penalty thereof and further, by the addition of new subsection 2-30-030 (25) which would authorize the Commissioner of Environment to enforce the provisions of Section 15-28-755, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
FOR ERECTION OF CANOPIES, SCAFFOLDING
AND OTHER PROTECTIVE BARRIERS, FREE OF
CHARGE, TO MR. PETER HOLSTEN/HOLSTEN
MANAGEMENT CORP., AS RECEIVER OF
4816 NORTH BROADWAY.

Also, a proposed ordinance directing the Commissioner of Transportation to issue all permits and amendments for erection of canopies, scaffolding and other protective barriers, free of charge, to Peter Holsten/Holsten Management Corp., as receiver of 4816 North Broadway, for a period beginning January 1, 2005 and ending January 1, 2006 or until such time that said person or entity ceases to be the receiver of the aforementioned property, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO AINSLIE PARK CONDOMINIUM
ASSOCIATION TO CONSTRUCT, INSTALL, MAINTAIN
AND USE GUARDRAIL ADJACENT TO
840 -- 846 WEST AINSLIE STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on December 1, 2004 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 36237, which authorized a grant of privilege to Ainslie Park Condominium Association to construct, install, maintain and use one guardrail adjacent to 840 -- 846 West Ainslie Street, by modification of the privilege and the dimensions listed therein, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF JLS LIMITED L.L.C. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
5228 NORTH SHERIDAN ROAD.

Also, a proposed ordinance to exempt JLS Limited L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5228 North Sheridan Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bernard Zell Anshe Emet Day School -- for one canopy at 5219 North Clark Street;

Cheetah Gym -- for three canopies at 5836 -- 5840 North Broadway; and

Park Edgewater Condominium -- for one canopy at 6101 North Sheridan Road.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 49.6 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF NORTH ROGERS AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 49.6 which restricted the issuance of additional package goods licenses on portion of North Rogers Avenue, from West Birchwood Avenue to North Paulina Street; and on West Jarvis Avenue, from North Greenview Avenue to North Ashland Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Astor House, L.L.C. -- for one canopy at 1246 West Pratt Boulevard; and
Forman Realty Corp. -- for one canopy at 1209 West Sherwin Avenue.

Presented By

ALDERMAN STONE (50th Ward):

*Referred -- GRANT OF PRIVILEGE TO CONGREGATION KINS WEST
RODG TO CONSTRUCT, INSTALL, MAINTAIN AND USE
STRUCTURAL METAL CANOPY ADJACENT TO
2800 WEST NORTH SHORE AVENUE.*

A proposed ordinance to grant permission and authority to Congregation Kins West Rodg to construct, install, maintain and use one structural metal canopy adjacent to 2800 West North Shore Avenue, which was *Referred to the Committee on Transportation and Public Way.*

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER
RATE EXEMPTIONS,
ET CETERA.**

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN L. THOMAS (17th Ward):

Catholic Charities Housing Development Corporation -- for new construction of a 141-unit single-room occupancy facility on the premises known as 7750 South Emerald Avenue.

BY ALDERMAN SHILLER (46th Ward):

People's Church of Chicago -- for construction on the premises known as 941 West Lawrence Avenue.

Vietnamese Association of Illinois -- for construction on the premises known as 5252 North Broadway.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN REBOYRAS (30th Ward):

Midwestern Christian Academy of the Midwest Bible Church, 3465 North Cicero Avenue.

BY ALDERMAN MATLAK (32nd Ward):

Athenaeum Theatre/SCT Productions, Ltd., 2936 North Lincoln Avenue (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN PRECKWINKLE FOR
ALDERMAN TILLMAN (3rd Ward):*

Gladys Jordan Development Corporation, 514 East 50th Place -- annual building inspection fee.

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology, 5430 South University Avenue -- annual building inspection fee.

BY ALDERMAN COLEMAN (16th Ward):

Fireball Faith Church, 1301 West Garfield Boulevard -- annual building inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Nor-Wood Life Care N.F.P., 6016 North Nina Avenue -- annual boiler inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 201 East Huron Street -- annual building inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN RUGAI (19th Ward):

Saint John Fisher Church, 10230 South Washtenaw Avenue.

BY ALDERMAN BURNETT (27th Ward):

Holy Trinity Mission, various locations (3).

Immaculate Conception, 1431 North North Park Avenue.

Saint John Cantius, various locations (3).

Santa Maria Addolorata, 526 North Ada Street and 1327 West Ohio Street (2).

BY ALDERMAN CAROTHERS (29th Ward):

Saint Angela, 1326 North Massasoit Avenue.

BY ALDERMAN COLÓN (35th Ward):

Our Lady of Grace, various locations (3).

Saint Sylvester, various locations (3).

Saint Wenceslaus, 3400 -- 3408 North Monticello Avenue and 3656 West Roscoe Street (2).

BY ALDERMAN DOHERTY (41st Ward):

Immaculate Conception, 7205 West Talcott Avenue and 7273 West Talcott Avenue (2).

Saint Eugene, 5240 North Canfield Avenue.

Saint Juliana, various locations (5).

Saint Mary of the Woods, various locations (3).

Saint Monica, 5159 North Mont Clare Avenue.

Saint Thecla, various locations (4).

BY ALDERMAN MOORE (49th Ward):

Saint Margaret Mary Rectory, Church and School, 2324 West Chase Avenue.

BY ALDERMAN STONE (50th Ward):

Misericordia Heart of Mercy/Skilled Nursing Home, 2010 West Granville Avenue.

REFUND OF FEES.

BY ALDERMAN BEALE (9th Ward):

Saint John Missionary Baptist Church, 223 East 115th Street -- refund in the amount of \$4,600.00.

BY ALDERMAN COLÓN (35th Ward):

Saint Joseph Home of Chicago, 2650 North Ridgeway Avenue -- refunds in the amounts of \$275.00 and \$1,100.00 (2).

WAIVER OF FEES.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations -- waivers in the amounts of \$80.00 and \$120.00 (2).

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN LYLE (6th Ward):

Abdullah, Tauheedah

Butler, Luther M.

Applewhite, Ruby D.

Canady, Lewis P.

Ballentine, Releatha

Chew, Velma

Bates, J. Altha

Davis, Joe

Beauford, Flanagan

Decoy, Charlotte C.

Benn, Loftis

Dickson, Moody E.

Bennett, Theresa D.

Dodd, Venita

Birdsong, Helen

Donaby, Marion

Bridgemon, Gene

Edmond, Naomi

Brown, Edith

Elcan, Beatrice

Brumfield, Carrie

Godfrey, Erma

Brunson, Henry W.

Gordon, Clarence

Buchanan, Joe

Green, Mevlean

Bullock, Karey C.

Green, Verdell P.

Greer, Mary

Grimes, Picolla

Guidry, Alfretta

Guy, Eugene

Hamilton, Katherine

Harper, Eurith

Hearns, Cleopatra E.

Hinton, Pearl

Jackson, Janet

Johns, Gladys

Lindsey, Avril

Mackey, Joan B.

Mc Cann, Leo

Miller, Eula M.

Mitchell, Earlee H.

Moreland, Mary

Morgan, Ollie A.

Murray, Dorothy

Payne, Lucille

Payne, Mildred

Pitts, Dorothy L.

Quarles, Lawrence

Ramey, Marie

Richie, Bernice

Ross, Evander

Salter, James

Scott, Annie.

Shumaker, Leroy

Sims, Mae L.

Steels, Dorothy O.

Thomas, Rosetta

Thompson, Alberta

Thurman, Mai R.

Vance, Florence

Walker, Cornelius

Wallace, Rita O.

Ward, Collette C.

Wheeler, Lois

Williams, Annie

Williams, Gwendolyn H.

Wilson, Celia

Wilson, Mattie H.

Wolford, Connie M.

Wrencher, Dorothy

Wynn, Elizabeth

BY ALDERMAN BEAVERS (7th Ward):

Cmarik, Margaret M.

Dixon, Ann L.

Herring, Chiefie A.

King, Eva J.

Konyar, Fern E.

Lokanc, Joseph A.

BY ALDERMAN STROGER (8th Ward):

Alexander, Melvina

Henderson, Rayvell L.

Allen, Elsie B.

Kyles, Josenh H.

Brown, Wallace

Lorthridge, Mary H.

Buckner, Magnolia

McElroy, Corrie L.

Buick, Carrie

Newman, Leroy

Cook, Priscilla D.

Oliver, John H.

Daniel, Katie

Payne, Willye M.

Gilmore, Juliette B.

Potter, Leon C.

Green, Anne W.

Proctor, Lewis J.

Harris, Mattie

Whitfield, Marie J.

BY ALDERMAN RUGAI (19th Ward):

Fortenberg, Nova L.

Radas, Marjorie

Thomas, Bernice

BY ALDERMAN ZALEWSKI (23rd Ward):

Guzy, Josephine and Jozef

Mooney, John T.

BY ALDERMAN ALLEN (38th Ward):

Albright, Jeanette M.

Butz, Edward T.

Anderson, Jennie and Birginia

Cain, Anna M.

Babicz, Joseph G.

Carlino, Anthony J.

Banke, Henry S.

Caron, Robert L.

Bargi, Mario

Cervantes, Lucy M.

Basich, Esther

Chipei, Eva A.

Benson, Ruth

Christian, Joanne

Blaho, John

Christiansen, Betty L.

Bobsin, Roberta

Cicero, Jeanette M.

Boncler, Eleanor V.

Cipolla, Florence M.

Boyes, Norma A.

Citko, Helen

Brando, Stella

Costa, Salvatore

Bruno, Bernice

Dahlgren, Carl G.

Budnick, Frances A.

Delaney, Norinne

Budnik, John

Doran, John

Dorobiala, Stanley	Grossmayer, Nick M.
Douglass, Evelyn E.	Grund, Louise R.
Drazba, Jadwiga	Guske, Shirley F.
Ducasse, Raymond A.	Guttmann, Louise
Farina, Thomas J.	Hanson, Edwin A.
Fedosena, Ann M.	Holubovsky, Nancy R.
Filetti, Beatrice C.	Howe, Patricia A.
Flammini, Barry J.	Huebscher, Mildred
Froney, Harold P.	Hurlbrink, Phyllis
Gabrielsen, John	Hynes, William F.
Gandolfo, Rocco	Jankowski, John
Gaughan, Mary	Jarmuth, Anna M.
Gerakaris, Helen	Jeszke, Anton
Gerich, Eva	Johnson, Mary A.
Giacone, Thelma J.	Johnson, Herman
Giuffrida, Mario T.	Jorgensen, Kristian N.
Glidden, Mary M.	Josefski, Gladys
Goodman, Benjamin Z	Juraco, Mary
Gore, Ray V.	Kamienski, Lottie
Goschi, Lawrence F.	Karlak, Stella
Grabkowski, Teresa	Kelly, Patrick

Kerwin, Lucille

King, Margaret

Knudsen, Robert J.

Koetz, Donna M.

Kolodziej, Walter C.

Koscinski, Antoinette

Kotlarz, Joseph L.

Kozlowski, Florence

Krawczyk, Ann Marie

Kruk, Roman P.

Krupa, Ralph

Ksiazkiewicz, Ada

Kubica, Loretta H.

Kurcz, Irene A.

Kwiatek, Gertrude M.

Lechowicz, Jane

Leon, Ruth E.

Lesjak, Josephine M.

Lewis, Leroy

Lillegard, Mary E.

Lindell, Vernon

Luczak, Minerva M.

Maibusch, Stephanie H.

Marlovitz, John

Mayfield, Helen A.

Mcgann, James G.

Meyne, Jane

Michalec, Leona E.

Migani, Shirley M.

Misko, Ellen

Moriarty, Eugene M.

Morse, George E.

Mryszczuk, Irena

Mueller, Agnes

Murphy, John

Naumiec, June R.

Netterstrom, Frances J.

Novak, Charles J.

Olah, Gertrude

Oliver, Margaret

Oria, Maxine G.

Pacana, Lillian

Paoli, Ida

Pistoresi, Catherine

Piwowar, Stephanie

Styslo, Rose Marie

Polito, Alfred

Sztorc, Edward

Polnik, John L.

Tamborello, Marion

Rebacz, Stanley J.

Till, Florence M.

Rehor, Josef

Treletsky, Henry

Sabatino, Annette F.

Van Vlierbergen, Robert C.

Salamone, Verner J.

Vydra, Florence M.

Sambrowitz, Ruth E.

Wahlquist, Bernard C.

Sammartino, Joseph A.

Walsh, Anna M.

Sander, Frank

Wavering, Elaine P.

Sausser, Diana

Wawrzos, Wladyslawa

Sbertoll, Grace L.

Weber, David E.

Seyb, Willard H.

Wieronski, Irene

Sharkey, Dorothy G.

Wojciechowski, Dolores

Smith, Pleas J.

Wojcik, Filomena

Sobolewski, Irene Y.

Wojewocki, Leonard

Sochacki, Alfred

Zemgulis, Martha A.

Somogyi, Joseph R.

Ziegenhorn, Patricia A.

Speaker, Dolores E.

Zminkowski, Elizabeth A.

Stenzel, Cecelia L.

Zywiciel, Mary

BY ALDERMAN NATARUS (42nd Ward):

Adams, Lucille J.	Drew, George B.
Addis, David H.	Dry, Faye
Ashbell, Theodore S.	Duker, Harriet C.
Ashton, John B.	Dumbleton, William A.
Bigg, Joan L.	Dunbar, Dorothy H.
Bilsky, Moses	Dunne, George
Bodney, Dorothy J.	Dunne, Nena
Borello, Clara	Englander, Ann
Boshes, Adeline C.	Engle, Marie A.
Brash, Lylus	Fitzgerald, Helena R.
Brown, Donald D.	Garnilsa, Estelle
Burke, Estelle N.	Goodman, Robert L.
Camber, Phyllis	Grassi, Joseph X.
Carey, Joan T.	Gunzburg, Shirley W.
Cechner, Robert A.	Hahn, Lila A.
Clayton, Russell	Hakman, Jack P.
Conger, Dorothy L.	Hampton, Robert W.
Davis, Isobel	Handman, Morris
Delevitt, Billie D.	Hanes, Georgia P.
Dienhart, John W.	Harrigan, Donna R.
Dougherty, Nancy J.	Hauslinger, Morton

Hinimel, Lucille

Miner, Charles L.

Holzman, Bernard S.

Nelson, Mae

Huang, Marie K.

Novak, Helen F.

Hunt, Rogene

Nudelman, Alvin

Irgang, Marilynne B.

Oster, Morton H.

Kavka, Jerome

O'Connor, Geraldine M.

Kilpatrick, Maryellen

O'Donnell, Anthony

Kim, Kyeh S.

Pavia, Mark A.

King, Neil J.

Peck, Donald V.

Kirsh, Mildred

Petak, Dorothy

Kovac, Eleanor S.

Philipsborn, Betty

Kramer, Peggy

Poulos, Nick

Labinger, Richard L.

Punzalan, Aurora E.

Levy, Gerry

Quaadman, John L.

Lichard, David

Ratner, Funice

Lipkin, Joel A.

Rosenbloom, Alfred A.

Manfredi, Harold

Saltzman, Shirley

Matthies, Harold J.

Sandberg, Alice L.

Medow, Arthur

Sax, Arline B.

Medow, Phoebe

Schatz, Martin,

Mendelsohn, Howard

Schmidt, Robert B.

Schoenbrod, Barbara

Stone, Bernard L.

Schulhnsen, Bert

Suszkowski, Irena

Selz, Denise

Sutton, Arlene H.

Shallow, Michael N.

Taman, Lewis

Shaw, Patrick P.

Thomas, Lawrence W.

Shelley, Arlene T.

Thompson, Shirley S.

Siegel, Lois B.

Tuite, Margo H.

Siragusa, Martha

Turngren, Karin J.

Sitarski, Jean

Ueda, Osamu

Smart, Kathryn J.

Warshauer, Sidney

Soans, John D.

Weinblum, Max D.

Soukup, James A.

White, James R.

Spiegel, Frances

Willet, Phyllis

Star, Zelda

Wolfson, Dean S.

Sternfield, Lucille

Wolfe Gladys

Stevens, Mary

BY ALDERMAN TUNNEY (44th Ward):

Altus, Esther

Becker, Esther

Arkin, Mickey

Belcove, Fred M.

Bader, Arlene M.

Berky, Marcie

Ballis, Bernice

Blas, Pacita P.

Bauer, Carl A.

Blumenthal, Toby

Boliaris, Daniel F., Jr.

Borzak, Donald

Breyer, Rose Ann

Brouwer, Patricia

Brown, Joseph H.

Bruffee, Byron A.

Chapman, Louise L.

Chester, Gertrude

Chukerman, Irwin E.

Clonick, Joseph R.

Cohen, Norman

Coyne, Erwin

Crandus, Harold D.

Crow, Joan R.

Dima, Anthony

Dimmick, Helen

Dombrowski, John W.

Dooman, Daisy

Dregosh, Amelia

Drexler, Lloyd and Evelyn

Eastline, Richard

Edelson, Rose A.

Edidin, Judson H.

Eisenberg, Leonard J.

Epple, Elisabeth

Feigenberg, Sandra

Fennelly, Rose

Fields, Norman H.

Filipkowski, John M.

Fioravanti, Jospheine

Fisher, Lester

Fishman, Marilyn

Friedman, Fred F.

Fuhrer, Richard J.

Futorian, Marjorie

Gabriel, Spiros G.

Gadiel, Renee

Gerstein, Ethel

Globis, Walter P.

Goldenberg, Rochelle

Gordon, Mary D.

Gordon, Jerome S.

Kanter, Jack

Graff, Mildred

Katz, Lucille

Grant, Jerry

Kaufman, Josephine

Graven, John

Kaufman, Leonard J.

Gray, Mary D.

Klitzky, Mark

Greene, Ruth

Kraus, Catherine

Gregor, Marguerite

Krnetta, Jovo

Haas, Shirley

Latek, Florian

Haworth, Ralph A.

Lenow, Martin

Hechtman, Karin E.

Leon, Harold

Hene, Harriett

Letwin, Irving

Henry, Dorothy A.

Levatino, James

Herman, Simone

Levin, Arnold

Heuerman, Donald

Levin, Faith

Hillman, Ellen

Levine, Bertha

Holtzman, Oscar

Lichtman, William

Holtzman, Max

Lissner, Ruth A.

Jacobson, Sally

MacDonald, Andrew D.

Jajko, Carlyle J.

Manolis, Angelo T.

Johns, Eugenia F.

Manolis, Stephen

Johnston, Bruce D.

Martin, Winifred

Mazurek, Louise M.

Means, Margaret M.

Menken, Hansi

Meyer, Allen H.

Morreale, Yvonne L.

Morton, Irene

Nassau, Ruth

Nocun, Ursula

Novak, Ada B.

Nusinson, Sally

Ogden, Marie

Oster, Charlotte A.

Oswald, Ronald E.

Paperno, Dmitry A.

Parnell, Ellen

Peckler, Florence

Peralta, Dora E.

Perres, Sylvia

Perry, Elaine B.

Piowaty, Joan R.

Pitcher, Joann A.

Plotnick, Mary

Pollock, Stanley L.

Pomerantz, Marcia

Posner-Powell, Mary T.

Preskill, Jerry A.

Reicin, Frank

Reynolds, Mary T.

Rose, Roberta

Rosenthal, Estelle L.

Roth, Sandra

Rowe, Margaret Jean

Rubin, Lois

Sachnoff, Sheila F.

Saks, Anna

Samuels, Iris

Sauvat, Pierrette E.

Schoen, William

Scholz, Annelie

Segal, Donald

Shapiro, Wallace

Sher, Maurice

Sher, Richard

Variano, John

Shoff, Gloria J.

Vlahandreas, Ted

Silverman, Gussie G.

Vukovic, Maja

Slaton, Pearl

Wasserman, Shirley

Slowik, Julia

Watts, Evadean

Snow, Nathaniel

Weisman, Eugene

Soble, Rosella

Weist, Barbara J.

Somberg, Edward D.

Welland, Betty A.

Spector, Corinne A.

Winer, Betty

Stearn, Toby

Woldenberg, Vera

Stein, Karl

Yassin, Hisham

Synchef, Rena J.

Yonan, Marie

Taustein, Harold

Yoskowski, John

Tovin, Jack D.

Zadenetz, Raymond A.

Treffman, Joyce

Zelitzky, Alvin

Ungar, Irving

Zisook, Harold

Unsworth, Jean M.

Zumstein, Yosef N.

BY ALDERMAN SHILLER (46th Ward):

Alderson, Donald R.

Augustin, Evelyn V.

Alderson, Ruth

Baker, Donald R.

Anders, Richard E.

Bartusiak, Josephine B.

Benjamin, Homer A.

Ebersson, Gertraud

Blinder, Alice D.

Ender, Sol

Boguslavskaya, Sima

Falstein, Beverly

Brand, Dorothy

Flaxman, Mildred

Brickman, Florence

Frank, Lois M.

Brooks, Irving

Friedland, Sidney

Brown, Stephanie E.

Fuchsmann, Prudence

Bulmash, Sidney

Gallagher, John H.

Cardella, Marion

Goldfarb, Irene

Carnell, Ursula K.

Gorecki, Trudy L.

Carpio, Isabel E.

Granberg, Roy C.

Cashman, Catherine T.

Grau, Pearl

Chang, Sun

Gregor, Demetra

Chapman, Barbara A.

Hamilton, Betty M.

Christy, Mary

Harris, Elaine

Cohen, Harry

Heilizer, Fred

Coleman, Helen M.

Humpal, Lindsay

Comein, Robert J.

Hutul, Dolly

Cousins, Bertha

Johnston, Evelyn

Daman, Joseph

Kilborn, Justine D.

Drake, Ann K.

Kirby, Archie D.

Kitt, Walter

O'Rourke, James G.

Kluisis, Emily M.

Packer, Betty L.

Kuhr, Lawrence

Port, Vera

Kurz, Delores

Portnov, Iakov

Lambrose, Mildred

Proeh, Celia

Laufman, Audrey J.

Richey, Park E.

Leavitt, Charlotte S.

Rones, Chris C.

Levin, Florence

Rosa, Victoria

Levitz, Norman

Rosen, Orville

Lewandowski, Boleslaw

Rosenberg, Michael

Lichterman, Doris

Rosenthal, Elynor L.

Mansfield, Helen

Ross, Ruth G.

Marcus, Margie

Rothbart, Madeleine S.

McGlone, George J.

Russell, Evelyn A.

Medlevine, Mildred

Schiffman, Marie T.

Meyer, Eileen D.

Schwartz, Renee

Milaskey, Robert J.

Seinfeld, Charlotte

Miller, Leonard

Sheridan, Sidney

Moran, Bonnie

Sichau, Elsie

O'Leary, Franklin A.

Silverman, Beatrice R.

Orbach, Hyman G.

Singer, Adrienne

Smarandescu, Mihai

Urchenko, Helen

Snider, Nancy R.

Urshan, Anna K.

Stein, Barbara

Vargo, John S.

Stone, Andrew P.

Vasques, Carmelo J.

Symon, Howard A.

Waller, Doris

Teichner, Betty

Weinberg, Muriel K.

Thall, Sylvia

Weitzman, Bernard

Thompson, Marjorie

Wilterding, Doris

Thompson, Bobbie G.

Wojnarowski, Irene T.

Thousand, Lucille R.

Wuka, Florence M.

Troubb, Dorothy

Yarnold, Helen M.

Tulud, Buenaff

Zaret, Frances G.

Ungen, Phyllis J.

BY ALDERMAN STONE (50th Ward):

Bernstein, Nathan

Chaimovitz, Dorothy

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (December 15, 2004)

The City Clerk submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago, Illinois*, for the regular meeting held on Wednesday, December 15, 2004, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Rules Suspended -- REPEAL OF ORDINANCE WHICH SET
DATE AND TIME OF REGULAR CITY COUNCIL
MEETING FOR JANUARY 12, 2005.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon a propose ordinance. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed ordinance was *Passed* by a viva voce vote.

Said ordinance, as passed, reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. An ordinance setting the date and time of the next regular meeting of the City Council of the City of Chicago for January 12, 2005 at 10:00 A.M., published in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 15, 2004 at page 40515, is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect upon its passage.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

members of the Chicago Police Department Organized Crime Division: Officer Babette S. Elarde-Hatzis, accompanied by her husband, Dino (C.P.D.), her sons, Michael and Anthony, her daughter, Christine Worth, her stepdaughter, Jessica, and her daughter-in-law, Veronica Ruiz-Elarde; Officer Louis Marron, accompanied by his wife, Rose Mary, his brothers, Augustine and James, and his sister-in-law, Myra; Officer Susan M. O'Connell, accompanied by her mother, Mary, her sisters, Eileen and Catherine, and her brother, Jim; and members of the Narcotics and Gang Investigation Section: Administrative Sergeant Patricia Maher; and Intelligence Analyst Officer Loretta Connolly;

Chicago Fire Department 14th Battalion Chief Joseph Muscolino, accompanied by his wife, Mary Ellen, his daughters, Lauren and Kristy, and his son, Joseph.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday, the eleventh (11th) day of January, 2005, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9th) day of February, 2005, at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 9, 2005, at 10:00 A.M. in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.